

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO.:  
DIVISION:

IN RE: THE MARRIAGE OF:  
CHRISTOPHER KOSTRZECHA,  
Petitioner/Husband,  
and  
SUZANNE KOSTRZECHA,  
Respondent/Wife.

**MEDIATED MARITAL SETTLEMENT AGREEMENT**

THIS MEDIATED MARITAL SETTLEMENT AGREEMENT made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2025 (this "Agreement") was made and entered between CHRISTOPHER KOSTRZECHA, (hereinafter referred to as "Husband") and SUZANNE KOSTRZECHA, (hereinafter referred to as the "Wife"), they shall hereinafter be referred to as the Party" and together they shall hereinafter collectively be referred to as the "Parties." The Husband and Wife are both residents of Palm Beach County. The Husband and Wife stipulate that Palm Beach County is the appropriate jurisdiction for the dissolution of this marriage.

WITNESSETH:

WHEREAS, the Parties have both been residents of the State of Florida for at least six (6) months prior to the initiation of this action.

WHEREAS, the Parties communicated that they seek to terminate the marriage.

WHEREAS, in consequence of disputes and irreconcilable differences, this Agreement that is being entered into by the Parties, is intended to be a full resolution of (i) all issues in their dissolution action, (ii) all issues, claims and rights of any other kind between the Husband and Wife, including, but not limited to, all issues relating to alimony, financial obligations, attorneys

\_\_\_\_\_  
Husband

\_\_\_\_\_  
Wife

fees and costs, all property rights issues, including any and all issues involving the right which either the Husband or the Wife may have in the estate of the other, upon the death of the other, and (iii) all issues, claims, and rights of any other kind now existing between the Husband and the Wife.

WHEREAS, the Parties seek to determine their respective obligations to one another and to incorporate but not merge, into their final judgment of their dissolution of marriage their understanding and agreements pertaining to the division of their assets and liabilities and rights and obligations to one another.

WHEREAS, the Parties agree that this Agreement constitutes the entire agreement of the Parties, that this Agreement supersedes any prior understandings, agreements, or covenants between them, and that there are no representations, warranties, or oral agreements other than those expressly set forth herein.

WHEREAS, each Party has assented to this Agreement freely and voluntarily, without coercion and duress.

WHEREAS, both Parties have made disclosure of his or her marital assets. Each Party has relied upon the disclosures attached to the Agreement, as listed on the financial affidavits, in the identification of all marital assets. If in the future any other marital assets are discovered that were not disclosed, those marital assets shall be divided equally by the Parties.

WHEREAS, the Parties attended mediation with Deborah R. Beylus, on Zoom conferencing at South Florida Mediation Services, 301 Yamato Road, Suite 4110, Boca Raton, Florida 33431, on December 13, 2024, December 20, 2024, December 30, 2024, January 13, 2025, and January xx 2025, to negotiate and resolve the issues, claims, and rights between Husband and Wife, and to finalize the preparation of this Agreement. As a result of these mediation conferences,

they have reached the following Agreement. The Parties to this agreement specifically acknowledge that they had an opportunity to consult with their attorneys prior to signing this agreement.

PURSUANT to Rule 12.740 relative to in person mediations (amended through November 17, 2022), every effort has been made to expedite mediation of this family case. The Parties are aware that they could have mediated in person, but they waive the right for an in-person mediation in lieu of mediating virtually. Pursuant to this agreement, each Party agrees to act in good faith and make reasonable efforts in executing and exchanging any documents that might be required to perfect title to any property, real or personal.

The Parties to this Agreement specifically acknowledge that they have received no legal counsel from the Mediator who helped draft this document. It is further specifically represented that neither Party has relied on any statements or opinions of the mediator in connection with the execution of this Agreement; and

WHEREAS, each Party agrees to act in good faith and make reasonable efforts in executing and exchanging any documents that might be required to perfect title to any property, real or personal.

WHEREAS, the signing date of this agreement is its effective date. Both Parties acknowledge that this agreement is binding upon signing. Remarriage, reconciliation, or failure to proceed with their impending dissolution of marriage will not invalidate this agreement.

WHEREAS, each Party waives, releases, and relinquishes any actual or potential right, claim or cause of action against the other Party, including but not limited to asserting a claim against the estate of the other Party or to act as a personal representative of such estate, except as otherwise provided for in this Agreement or arising hereunder.

WHEREAS, the failure of a Party to insist on strict performance of any provision of this Agreement shall not render the rest of this Agreement unenforceable or invalid.

WHEREAS, this Agreement is severable, and if any term or provision is found invalid or unenforceable, this shall not render the remainder of the Agreement unenforceable.

WHEREAS, this Agreement may be offered into evidence by either Party in an action for dissolution of marriage and may be incorporated by reference in a final judgment entered therein. Notwithstanding incorporation, this Agreement shall not be merged in such judgment but shall survive the judgment and be binding on the Parties.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, guaranties, indemnifications and undertakings herein contained, which the Parties acknowledge is adequate, and for other good and valuable consideration, the receipt of which is hereby acknowledged between the Parties, the Parties have agreed and do hereby agree as follows:

RECITALS:

1. The aforesaid recitals are true and correct and are hereby incorporated by reference herein.
2. **SEPARATION**. The Parties may and shall at all times hereafter live and continue to live separate and apart. Each shall be free from interference, authority, and control, direct or indirect, by the other as fully as if he or she were sole and unmarried. Each may reside at such place or places as he or she may elect. Each may, for his or her separate use and benefit, conduct, carry on or engage in any business, profession, or employment, which to him or her may seem advisable. This Agreement shall not be and is not in any way or manner to be construed or interpreted as an agreement for divorce or dissolution of the Parties' marriage but is for the specific purpose of determining and settling the rights of the Parties arising out of their marriage, and all

other rights and claims that either Party may have.

**3. ALIMONY AND HEALTH INSURANCE:**

3.1 As and for durational alimony, the Husband shall pay the sum of two thousand five hundred and eighty-seven (\$2,587.11) dollars and 11/100 per month to the Wife for fifty-two (52) months commencing the first day of February of 2025 and every month thereafter until the last day of May of 2029.

3.2 The Parties agree to the entry of an Income Withholding Order. Alimony shall be paid by the Husband, through the State of Florida Disbursement Unit, P.O. Box 8500, Tallahassee, Florida 32314-8500. Check shall be made payable to "FLSDU", including case number and social security number on check. NOTE: Until the Income Withholding Order is in effect, alimony will be paid directly to the Wife.

3.3 The Parties acknowledge that under current Federal tax law, the durational alimony is non-deductible by the Husband and non-taxable to the Wife for income tax purposes.

3.4 The Husband may prepay the total amount of the Husband's unpaid alimony obligation to the Wife at any time and without penalty.

3.5 The Husband's durational alimony obligation shall be reduced or terminated upon the remarriage of the Wife or in the event of a supportive relationship of the Wife as per Florida law or if the Wife dies or the husband dies.

3.6 Each Party shall be responsible for securing their own health insurance. It is agreed that this provision shall be irrevocable and not be subject to modification by any Court having jurisdiction over this matter.

3.7 The parties specifically and unequivocally waive any and all claims or entitlement from the other party that he or she had, has or may have had in the past, present or future, to any other

alimony in any form, whether temporary, rehabilitative, bridge the gap, or arrears.

4. **PERSONAL PROPERTY:**

4.1 During the course of this marriage the parties have acquired certain articles of furniture and furnishings being situated in the marital residence. Except for the Wife artwork on the dining room wall; candlesticks on the dining room table; the round live-edge wooden bowl and decorative balls on coffee table; (2) long wooden decorative bowls, crucifix from bedroom wall, crockpot, springform pan, the Christmas decorations, and additional agreed upon household items, the Wife does hereby agree that the furniture and furnishings located in this marital residence shall be the Husband's absolutely to do with as he deems proper. The Parties shall make arrangements for the Husband to deliver the Wife's belonging to her within thirty (30) days from the execution of this agreement.

4.2 The personal property owned by either of the parties at the time of their marriage or subsequently acquired, separately or together has been equitably divided and apportioned between them. The Wife's personal belongings shall be hers, and the husband does hereby relinquish all of his interests in and to said items. The husband's personal belongings shall be his, and the wife does hereby relinquish all of her interest in and to said items.

5. **CELLULAR TELEPHONES:**

5.1 The Parties are currently on a family plan for their cellular telephone coverage. Within thirty (30) days after the execution of this Agreement, the Parties shall cooperate in executing any documents necessary and taking any actions necessary to allow the Wife to transfer her cellular telephone number and cellular telephone device to her own separate plan of his own. Thereafter, the Wife shall be responsible for the payment of his own cellular telephone plan and device.

6. **INTANGIBLE ASSETS**

6.1 With respect to the joint Wells Fargo checking account, balance \$3,800.00, January 13.

\_\_\_\_\_  
Husband

\_\_\_\_\_  
Wife

2025 and savings account, balance \$500.00, January 13, 2025, the Parties shall equally divide the funds in the account as of January 13, 2025. Once the funds are divided, the Wife shall remove her name from the joint checking and savings accounts and the Husband shall retain the account. In the event this is not possible, the Parties shall close the account. The Parties shall cooperate in signing the requisite documents to effectuate this provision. If the Husband's paycheck is deposited into the checking account prior to the distribution of funds, the Husband shall retain the funds. The Parties agree not to make any further discretionary withdrawals or transfers from the account.

6.2 All other intangible assets owned by either of the parties at the time of their marriage or subsequently acquired, separately or together, has heretofore been equitably divided and apportioned between them, and each party does hereby ratify and confirm that division.

6.3 All other disclosed bank accounts of any nature and description of the parties, shall be retained by the person whose name is on the accounts. The parties agree that each party shall keep as their sole and separate property any and all bank accounts held in their individual names.

6.4 All assets distributed to a Party solely, shall become the separate property of that Party. Except as otherwise expressly stated herein, after distribution of all assets and liabilities, (i) each Party relinquishes any rights to the other Party's assets, and is relieved of any responsibility for the other Party's liabilities; (ii) each Party shall assume and pay all costs related to the ownership of his and her respective assets; (iii) each Party shall be responsible for all tax liability associated with his or her individual receipt or transfer of property, as well as the individual income tax liability associated therewith; and (iv) each Party shall indemnify and hold the other harmless with respect to all assets received and liabilities assumed pursuant to this Agreement.

7. **REAL PROPERTY/MARITAL RESIDENCE**

7.1 The Parties currently jointly own the real property located at 78 Citrus Park Lane, Boynton

\_\_\_\_\_  
Husband

\_\_\_\_\_  
Wife

Beach, Florida, herein referred to as the “Marital Residence” with the following abbreviated legal description:

MUNICIPALITY BOYNTON BEACH  
PARCEL CONTROL NUMBER 08-43-45-18-17-000-1080  
SUBDIVISION CITRUS PARK PL  
OFFICIAL RECORDS BOOK/PAGE 33216 / 687  
LEGAL DESCRIPTION CITRUS PARK PL LT 108

7.2 The Parties agree that estimated value of the Marital Residence is five hundred and fifty thousand (\$550,000.00) dollars. The Marital Residence is encumbered by a mortgage held by NewRez, in the amount of three hundred and eighty-eight thousand, three hundred and forty-seven (\$388,347.54) dollars and 54/100 dollars in the name of the Husband. The Parties acknowledge that the above amounts are subject to change over time; however, for the purpose of this Agreement, they mutually agree to accept the above values.

7.3 The Marital Residence is currently occupied by the Husband. Effective upon the date of execution of this Agreement, the Husband shall have sole and exclusive use, occupancy and possession of the Marital Residence.

7.4 **Equalizing Payment:** The Husband shall owe the Wife the total sum of eighty-six thousand, eight hundred and twenty-six (\$86,826.00) dollars for the equalization of the Marital Residence the payable as follows:

a. In satisfaction of the Husband’s equalizing payment to the Wife in and for the Wife’s interest in the marital residence and for the Wife’s marital interest in the Husband’s deferred compensation account, the Husband shall immediately have a Qualified Domestic Relations Order (QDRO) prepared and execute any other necessary documents to facilitate the transfer of 100% of the Husband’s deferred compensation account held at Brighthouse Financial (Plan No.xxx), balance \$115,029.69, January 13, 2025, to an account set up for



the Wife to receive such funds. Any fees and costs associated with the drafting, obtaining and execution of the QDRO from said account, shall be borne solely by Husband.

b. Any funds transferred in excess of the eight hundred and twenty-six thousand (\$86,826.00) dollars shall be retained by the Wife in and for an additional share of equitable distribution.

c. Any taxes or penalties assessed to either party as a result of such withdrawal and/or receipt of such funds by Wife, shall be borne solely by the Wife and the receipt or subsequent withdrawal of such funds by Wife shall be taxable to Wife. The Husband shall use best efforts and promptly execute any necessary documents to facilitate an expeditious transfer of such funds to Wife. The Husband will keep the Wife regularly informed as to the status and progress of the process.

7.5 The Parties agree that the Wife shall relinquish any and all right, title and interest in and to the Marital Residence.

7.6 From and after the execution of this agreement, the Husband shall be responsible for the payment of all of the expenses associated with the marital residence including the mortgage, insurance, property taxes, homeowners association dues, monthly utilities, including but not limited to the electric bill, Internet Service Provider, and the water and sewage bill, pest control, directly to the providers in a timely manner when due. From and after the execution of this agreement, the Wife shall have no obligation to contribute to any real estate taxes, mortgage payments, or homeowner's association insurance due for 2025 and thereafter.

7.7 The Wife shall assign the Husband to any and all of her interest in any escrow accounts, homeowner's insurance policies, and/or utility deposits in connection with the marital residence. The Husband shall remove the Wife from the utility obligations and other bills and shall provide proof of

same to the Wife within ninety (90) days from the execution of this agreement.

7.8 The Wife acknowledges that she has vacated the Marital Residence. When the Wife secures her own residence, she shall be responsible for the cost of the residence, including the monthly rent or mortgage, insurance, taxes, monthly utilities, including but not limited to the electric bill, Internet Service Provider, and the water and sewage bill, pest control, landscaping, and any other expense incident to the Wife's residence. The Wife shall indemnify and hold the Husband harmless from any expense or liability related to her new residence and to its contents. Any and all security deposits and escrows on his individual residence shall be retained by the Wife.

**8. DIVISION OF HUSBAND'S PENSION:**

8.1 The Husband's monthly pension income with the Florida Retirement Systems (FRS) earned in connection with the Husband's employment as a Police Officer with the Broward County Sherriff's Office, is estimated at nine thousand one hundred and seven (\$9,107.95) dollars and 95/100 per month beginning June 1, 2030, and every month thereafter, when the Husband's participation in the DROP program ends. The Wife is entitled to 50% of the marital portion of the Husband's benefits under the Florida Retirement Systems (FRS) pension, earned from the date of marriage through the date of the execution of this agreement, plus any Cost-of-Living Adjustments (COLA's) which is expected to commence June 1, 2031, at 1.69% annually. Within thirty (30) days of the entry of the parties' Final Judgment of Dissolution of Marriage, the Husband shall retain Dulce B. Fazel, Esq. (904) 854-6000, dulce@dulcafazel.com, or Matthew Lundy, Esq. (855-737-6529), [Matt@MLundyLaw.com](mailto:Matt@MLundyLaw.com) to prepare and submit the QDRO relating to this pension account and that the Husband shall be responsible for Mr. Lundy's fees for preparing and submitting the same. The Final Judgment of Dissolution of Marriage shall reserve jurisdiction to enter and enforce any and all QDROs/Amended QDROs that may be necessary to effectuate the intent of this Paragraph. The Parties

agree to the entry of an Income Withholding Order. Equitable distribution in and for the marital portion of the Husband's monthly pension shall be paid by the Husband, through the State of Florida Disbursement Unit, P.O. Box 8500, Tallahassee, Florida 32314-8500. Check shall be made payable to "FLSDU", including case number and social security number on check. NOTE: Until the Income Withholding Order is in effect, equitable distribution will be paid directly to the Wife.

8.2 The Wife is entitled to 50% of the Former Husband's benefits under the Deferred Retirement Option Plan (DROP) as of the balance on December 31, 2024, which is expected to be two hundred and sixty-five thousand six hundred and ninety (\$265,090.37) dollars and 37/100. Within thirty (30) days from the final hearing, the Husband shall retain Dulce B. Fazel, Esq. (904) 854-6000, dulce@dulcefazel.com, or Matthew Lundy, Esq. (855-737-6529), [Matt@MLundyLaw.com](mailto:Matt@MLundyLaw.com) to draft the appropriate Qualified Domestic Relations Order so that the Wife's share of the Husband's DROP account will be deposited in a separate DROP account where it shall earn interest at the same rate as the Husband's share. The accrued benefits and interest will be released to the Wife when the Husband's participation in the DROP terminates, regardless of whether Husband elects to have all or a portion of his share rolled over into another eligible investment vehicle (401-K, IRA, etc.) or takes a lump sum payment. The Husband agrees not to make any withdrawals or transfers from the account or take any loans against the Wife's share of the DROP account. Once distributed, the Wife agrees not to seek any additional balancing payment for the marital portion of the Husband's DROP account distributed by the Parties. Any taxes or penalties assessed to either party as a result of such withdrawal and/or receipt of such funds by Wife, shall be borne solely by the Wife and the receipt or subsequent withdrawal of such funds by Wife shall be taxable to Wife. The Husband shall use best efforts and promptly execute any necessary documents to facilitate an expeditious transfer of such funds to Wife. The Husband will keep the Wife regularly informed as to the status and progress of the process.

9. **VEHICLES:**

9.1 The Husband shall have, free of any claim by the Wife, the 1995 Jeep Wrangler and the 2023 Ford F150 work automobile; and the Wife shall have, sole use and possession of the leased 2023 Subaru WRX automobile.

9.2 The Husband shall be responsible for the monthly lease payment on the Wife's vehicle in the amount of six hundred and ninety-nine (\$699.00) dollars per month. The lease is in the name of Husband. The Husband shall pay the monthly automobile lease obligations directly to the lender in a timely manner when the lease payment is due each month through the end of the lease term on June 25, 2026.

9.3 Except for the monthly Wife's automobile lease payment which shall be paid by the Husband through the end of the lease term, each party shall assume all other obligations and liabilities connected with their respective vehicles, including required insurance, maintenance, and any fees or expenses associated with the termination of the lease, etc., and shall hold harmless and indemnify the other with regard to any liability thereon, including for attorney fees and costs. The Wife shall obtain her own auto insurance policy pursuant to the guideline of the lease on the vehicle within ten (10) days of the execution of this agreement and furnish a copy to the Husband and notify him of any changes to the policy. The Wife shall be responsible for all damages on the vehicle and the Wife shall hold the Husband harmless and indemnify him with regard to any liability thereon. The Wife shall return the vehicle to the dealership pursuant to the terms of the automobile lease.

10. **INCOME TAX:**

10.1 For 2024, the Husband and Wife shall file a joint tax return. The Parties shall be equally responsible for the payment of taxes due and shall be entitled to any refund due under their return. It is anticipated that the 2024 Federal Income tax filing will produce a tax surplus. The parties

\_\_\_\_\_  
Husband

\_\_\_\_\_  
Wife

shall equally divide any taxes owed in connection with the 2024 tax filing. The Parties shall sign their own repayment plan for half of the tax liability owed for 2024 with the IRS, if necessary. The parties shall be equally responsible for the preparation and filing of the 2024 tax return.

10.2 For 2025 and every year hereafter, the Husband and Wife shall file separate tax returns. Any refund received or liability incurred shall be the sole property or responsibility of the filing individual. The Wife and the Husband each hold the other harmless for any and all liabilities associated with their respective filings.

10.3 If a deficiency assessment is made in connection with any previously filed tax years, that will be filed, either party shall notify the other in writing as soon as practicable. The Parties shall pay 50/50 the amount finally ascertained to be due, with any interest and penalties, and any expenses, including attorney's fees.

10.4 Both parties warrant and represent to each other that they have duly paid all income taxes on all joint returns previously filed by the parties.

11. **LIABILITIES AND OUTSTANDING INDEBTEDNESS**

11.1 It is agreed between the Parties that during the course of the marriage, the Parties incurred debts and obligations. Except as stipulated herein, the Husband shall be responsible for all debts in his name and the Wife shall be responsible for all debts in her name. Any joint debts not disclosed at the time of the signing of this agreement shall be the sole responsibility of the party who incurred the debt.

11.2 Within ten (10) days of the Effective Date of this Agreement, the Wife shall be removed from all credit cards belonging to the Husband and the Husband shall be removed from all credit cards belonging to the Wife. If this is not possible, the parties shall close the credit card account. It is hereby agreed that, except as otherwise expressly provided in this Agreement, any debt in the

individual name of either Party shall become their exclusive debt and both Parties agree to indemnify and hold the other harmless from any and all obligations arising hereunder. Neither Party shall incur any debts through the use of the other Party's name or credit.

11.3 Prohibition to Pledge Credit. Except as specifically provided to the contrary in this Agreement, neither party will incur any liability, expense or charges in the future, either through the use of the credit of the other or the name of the other, nor shall one party represent to third persons that they are acting as agent of the other, and each party agrees in support hereof, to forever indemnify and protect, save and hold harmless, the other from any such liability, obligation or expense, including, but not limited to, reasonable attorneys' fees.

12. **PREVAILING PARTY PROVISION:**

12.1 In the event of a legal action or other proceeding arising out of this Agreement, or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this Agreement, the prevailing party shall be entitled to recover his or her reasonable attorneys' fees, professionals' fees, and costs, whether the same be incurred in mediation, trial court, the post-judgment proceedings or any appellate court. The prevailing party shall also be entitled to recover any reasonable attorneys' fees and costs, and professional's fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of attorneys' fees and costs due.

13. **EXECUTION OF SUBSEQUENT DOCUMENTS:**

13.1 Each Party covenants and agrees that, upon the request of the other Party or their executor, administrator, or legal representatives due to one of the following events: (i) the Party's death, (ii) court recognized incapacitation or (iii) inability to be self-supporting due to physical or mental disability, he or she will execute and deliver any necessary or appropriate documents to carry

out the purposes and intent of this Agreement. The requesting Party or their representative shall be responsible for preparing any requested document.

13.2 Other than the timeframes listed in this Agreement, within seven (7) days after written demand, each Party shall execute, acknowledge, and deliver all documents or instruments required to carry out the provisions of this Agreement. If a Party fails on demand to comply with this provision, he or she shall pay to the other all attorney's fees and costs and other expenses reasonably incurred as a result of that failure.

14. **GENERAL AND MUTUAL RELEASE:**

14.1 Except as otherwise provided in this Agreement, each Party hereto forever renounces and relinquishes all claims of whatsoever kind, up to the Effective date of this Agreement, thereafter, in or to any property or estate of whatsoever kind, whether real or personal, tangible or intangible, causes in action, and any other property of which he or she is now or at any time hereafter may be seized or possessed, including, without limitation, the right to take as a beneficiary of any retirement plan, life insurance policy, life insurance trust, or annuity, it being the intention of the Parties hereto that this Agreement constitutes a complete, general and mutual release of all such claims or interests whatsoever.

14.2 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: To elect to take against any Will or Codicil of the other Party now or hereafter in force; To share in or make a claim against the other Party's estate except for any claim arising out of a right set forth in this Agreement; To act as the personal representative of the other Party's estate; To any pre-dissolution designation in the other Parties' retirement or life insurance, including all interest, expectancy, rights, and benefits to the policy, including the death benefits or proceeds; and to act as

pre-need guardian, guardian of the person or property of the other, attorney in fact for the other, or in any other capacity for or on behalf of the other party, unless a legally binding document authorizing such action is executed by the Parties subsequent to the Effective Date of this Agreement.

14.3 Each Party shall henceforth hold, possess, and enjoy for his or her sole and separate use and free from interference and control by the other, all of the real and personal estate, cases in action and other property of which he or she is or at any time hereafter may be seized or possessed. Without affecting the generality of the foregoing, each Party waives, releases and bars himself and herself of all right of spouse's share, spouse's elective share, dower or curtesy, as the case may be, in any real or personal property which either Party now has or may hereafter acquire, and each will, upon request execute good and sufficient releases of spouse's share, spouse's elective share, dower or curtesy to the other, or to his or her heirs, executors, personal representatives, administrators or assigns, or will join, at the request of the other, in executing any deed or other instrument affecting such real or personal property; provided, however, that nothing contained herein shall in any way constitute a waiver of the right of either Party to a full and complete performance of the terms of this Agreement by the other.

15. **REPRESENTATIONS:**

15.1 The Parties represented themselves at all mediation sessions and both Parties acknowledge that they had an opportunity to consult with an attorney prior to signing this agreement, he/she is doing so freely and voluntarily, intending to be bound by it regardless of any legal rights or obligations upon which he/she has not verified with independent counsel. Each Party understands that this is a contract and upon signing the contract, he/she will be bound by all the terms and provisions herein. Each Party acknowledges that he/she is not under any duress or coercion in executing this Agreement. Each Party acknowledges that he/she has become fully familiar with the financial affairs



of the other Party, and that he/she has had the opportunity to obtain any additional information, none of which is necessary. By execution of this Agreement, each Party acknowledges that he/she understands the Agreement, that it is fair and equitable to him/her and he/she desires no further information from the other Party or input from any other source. Each Party further acknowledges that he/she may have rights under the laws of the State of Florida that are being waived or altered by this Agreement.

16. **UNDISCLOSED ASSETS**. Both Parties have made a complete disclosure of his or her marital assets. Each Party has relied upon the disclosures attached to the Agreement, as listed on the financial affidavits, in the identification of all marital assets. If in the future any other marital assets are discovered that were not disclosed, those marital assets shall be divided equally by the Parties.

17. **WIFE'S WARRANTIES**. Other than those addressed in the Agreement the Wife warrants that there is no existing indebtedness, contract, charge, or liability whatsoever which she has individually incurred for which the Husband, his legal representatives, heirs, assigns, property, or estate shall or may become liable. The Wife warrants that she will not, at any time hereafter, contract any debt, charge, or liability whatsoever for which the Husband, his legal representatives, heirs, assigns, property, or estate shall or may become liable.

18. **HUSBAND'S WARRANTIES**. Other than those addressed in the Agreement the Husband warrants that there is no existing indebtedness, contract, charge, or liability whatsoever which he has individually incurred for which the Wife, her legal representatives, heirs, assigns, property, or estate shall or may become liable. The Husband warrants that he will not, at any time hereafter, contract any debt, charge, or liability whatsoever for which the

Wife, her legal representatives, heirs, assigns, property, or estate shall or may become liable.

19. **RECONCILIATION**. Reconciliation shall not affect the provisions of this Agreement and shall not affect the validity and enforceability of this Agreement in any future proceedings, dissolution or otherwise, regardless of when those proceedings are instituted or commenced. Both Parties waive any defense of reconciliation to any future enforcement of this Agreement. The Parties intend this paragraph to be an explicit understanding that any executory provisions of this Agreement remaining at any time of reconciliation regarding the distribution of property interests, shall not be affected or abrogated by reconciliation and that those provisions shall survive and be binding upon the Parties, nonetheless.

20. **TAX ADVICE**. Both Parties hereto hereby acknowledge and agree that each has had the opportunity to retain his or her own Certified Public Accountants, tax advisor or tax attorney with reference to the tax implications of this Marital Settlement Agreement. Further, both Parties hereby acknowledge that neither has relied upon the tax implications of this Marital Settlement Agreement. Further, the Parties acknowledge and agree that their signatures to this Marital Settlement Agreement serve as the acknowledgment that they have read this particular paragraph and that they have had the opportunity to seek independent advice.

21. **BINDING NATURE**. This Agreement shall be binding on the Parties hereto as of its Effective Date and shall remain binding thereafter unless, by mutual agreement in writing, it is subsequently modified or abandoned. Except as otherwise specifically provided herein, this Agreement shall be binding upon the heirs, legatees, devisees, administrators, and executors of the Parties hereto, and in the event of the death of either of the Parties to this Agreement while it is in force and effect, the estate of said deceased Party shall be responsible for the

performance of the obligations and conditions of this Agreement.

22. **AMENDMENT OR MODIFICATION**. The Parties agree that no modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed with the same formalities as this Agreement or except by a court of competent jurisdiction pursuant to the laws of Florida and the terms of this Agreement. The provisions of this Agreement which are designated as non-modifiable are intended to remain so, notwithstanding this provision. The failure of either Party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement on the part of the other Party to be performed 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.

23. **ENTIRE AGREEMENT**. This Agreement contains the entire agreement of the Parties. There are no representations, promises or undertakings other than those expressly set forth herein.

24. **LAW**. This Agreement shall be interpreted and governed by the laws of the State of Florida.

25. **INDEMNIFY AND HOLD HARMLESS**. In any instance in which either Party is required to indemnify or hold harmless the other under this Agreement, such hold harmless, or indemnification shall include all demands, claims or damages against the indemnified Party resulting, directly or indirectly, from the matter or thing indemnified against. The indemnification and hold harmless shall include, without limitation, the following items incurred in defending any such claims, demands or damages: taxable court costs, other reasonable and necessary related but non-taxable costs and expenses, reasonable professional fees and attorney's fees necessarily required from the time any litigation or other dispute

resolution proceeding is commenced until appeals are final, if any. This provision shall apply whether the litigation or other dispute resolution ,Act or proceeding seeks a declaration of rights, reformation, damages for default, damages for misrepresentation, indemnification, contribution, subrogation or other legal or equitable remedy.

26. **NOTICE CLAUSE**. Unless otherwise specifically provided herein, all notices to be given hereunder shall be in writing and shall be personally delivered, emailed, or sent to the Parties at their respective addresses. Such Party may change the place to which any Party hereto is entitled to receive any notice by giving notice thereof in accordance with the foregoing provisions.

27. **SEVERABILITY**. If any particular provision, or part thereof, of this Agreement is deemed or declared to be invalid, void, or unenforceable by any court of competent jurisdiction, the other provisions, or parts thereof, of this Agreement shall continue in full force and effect and shall be valid and enforceable according to their terms. However, the Court which declares any provision void, invalid or unenforceable shall make such awards that in its discretion are fair and equitable to compensate either or both Parties for any loss or expense associated with the void, invalid or unenforceable provision.

28. **EFFECTIVE DATE**. The effective date of this Agreement shall be the last date on which either of the Parties signs it.

29. **PERFORMANCE**. From and after the Effective Date of this Agreement, neither Party will take any action that would prohibit, inhibit, or diminish in any way, the ability of any Party nor any entity related to that Party to perform the obligations of this Agreement. Further, it is the intent of this Agreement that neither Party will take any action that will cause any

damage to the other or to any entity related to that Party.

30. **FAIRNESS OF AGREEMENT.** The Parties declare and acknowledge that the terms contained in this Agreement are equitable, fair, and just, and that this Agreement is commensurate with the financial means and social positions of both Parties.

31. **CONFIDENTIALITY.** Both Parties are privy to confidential personal and financial information about the other Party. After the Effective Date of this Agreement, neither Party shall, under any circumstances whatsoever, use information nor divulge nor supply said information to any third Party, other than family members, absent Court Order or Subpoena. If it is determined that either Party violated this provision, said Party shall be solely responsible for any damages caused to the other Party, including, but not limited to, all reasonable attorney's fees and costs.

32. **MEDIATION:** Should there be any dispute regarding any aspect of this Agreement, the parties agree to use their best efforts to mediate such matter prior to seeking any relief in the Courts. If the parties cannot agree on the Mediator, Deborah Beylus may be the mediator.

33. All of the terms of this Agreement were vigorously negotiated by the parties. Each party has given careful and mature thought to the making of this Agreement. Each party acknowledges that he/she could do better or worse in court. Notwithstanding all of the above, each party enters into this Agreement freely, voluntarily, without duress or coercion. By execution of this Agreement, each party acknowledges this Agreement to be fair and reasonable and each party represents that he or she will abide by this Agreement.

34. The Husband shall be 100% responsible for the mediator's fees. The Husband

and Wife shall attend the final hearing, if required by the Courts.

**WHEREOF**, the parties have executed this Mediated Marital Settlement Agreement freely and voluntarily and have hereunto set their hands and seals the day and year first above written.

DRAFT

\_\_\_\_\_  
Husband

\_\_\_\_\_  
Wife

\_\_\_\_\_  
CHRISTOPHER KOSTRZECHA

(STATE OF FLORIDA)  
(COUNTY OF PALM BEACH)

**BEFORE ME** this day, personally appeared **CHRISTOPHER KOSTRZECHA**, who, being first duly sworn, on oath, deposes and says that he has read the above and foregoing **MEDIATED MARITAL SETTLEMENT AGREEMENT**, and that he executed the same, freely and voluntarily, for the uses and purposes therein expressed.

\_\_\_ Personally known  
\_\_\_ Produced identification \_\_\_\_\_

WITNESS my hand and official seal at Palm Beach County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public, State of Florida

**My commission expires:**

\_\_\_\_\_  
Husband

\_\_\_\_\_  
Wife

SUZANNE KOSTRZECHA

(STATE OF FLORIDA)  
(COUNTY OF PALM BEACH)

**BEFORE ME** this day, personally appeared **SUZANNE KOSTRZECHA**, who, being \_\_\_\_\_ first duly sworn, on oath, deposes and says that she has read the above and foregoing **MEDIATED MARITAL SETTLEMENT AGREEMENT**, and that she executed the same, freely and voluntarily, for the uses and purposes therein expressed.

\_\_\_\_ Personally known  
\_\_\_\_ Produced identification \_\_\_\_\_

**WITNESS** my hand and official seal at Palm Beach County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Notary Public, State of Florida

**My commission expires**

\_\_\_\_\_  
Husband

\_\_\_\_\_  
Wife