

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY FLORIDA

IN RE: The Marriage of:

FAMILY DIVISION

RAUL E. PEDROSO,

CASE NUMBER: 09-1497 FC 47

Petitioner/Husband,

and

BEATRICE C. PEDROSO,

Respondent/Wife.

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into on this 1st day of August, 2009, by and between, RAUL E. PEDROSO, hereinafter referred to as "Petitioner" or "Husband" and BEATRICE C. PEDROSO, hereinafter referred to as "Respondent" or "Wife".

WITNESSETH:

WHEREAS, the parties were married to each other on February 19, 1994 in Miami-Dade County, Florida; and

WHEREAS, there are three (3) minor children born of the marriage, to wit: Raul Carlos Pedroso, born on April 18, 1996; Alejandro Luis Pedroso, born on September 19, 1998; and Danielle Cristina Pedroso, born on April 15, 2003. No further children are expected or anticipated, none were adopted and the Wife is not pregnant; and

WHEREAS, irreconcilable differences have arisen between the parties and they are desirous of living separate and apart from each other for the rest of their natural lives; and



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WHEREAS, the Husband has filed a petition for divorce now pending in the Circuit Court in and for the Eleventh Judicial Circuit, in and for Miami-Dade County, Florida under Case No. 2009-001497-FC-04 (47). The Wife will file an answer, waiver and consent so this matter can proceed to final judgment ex parte and uncontested; and

WHEREAS, the parties desire to permanently settle amongst themselves their respective rights and obligations pertaining to all questions of property rights, child related matters, equitable distribution, claims for support, and all other rights and claims that have arisen during the marriage; and

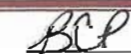
WHEREAS, the parties agree that neither intends to contest or otherwise oppose the other spouse's desire to secure the dissolution bonds of this marriage; and

WHEREAS, the parties have exchanged sworn financial affidavits and each is relying upon the other's financial affidavit and mandatory disclosure in entering into this Agreement as full and complete disclosure of all income, assets and liabilities; and

WHEREAS, the parties and counsel hereto have discussed and reviewed between themselves the provisions of this Agreement, hereinafter set out, and each party represents and acknowledges that he and she respectively has had the opportunity for separate and independent attorneys of his or her own choice to assist in the negotiation and review of this agreement. Each party has had the opportunity to review and counsel with his or her respective attorney privately and in the absence of the other party the provisions of the Agreement. Each party by the execution of this Agreement acknowledges to the other that he or she has a full and complete understanding and comprehension, not only of the provisions and the significance of the items and agreement contained herein, but also each party has fully discussed and reviewed the obligations and duties that one would have to the other had such an agreement not been entered into; and



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WHEREAS, each of the parties to this Agreement prior to marriage owned certain separate property and, since marriage, by their individual endeavors, have acquired separately certain other properties, and they are desirous of agreeing between themselves upon the division of this separate non-marital property, definitely identifying it, and to provide for its control and disposition.

WHEREAS, the parties having awareness of the law which affects financial rights of spouses, including a statute popularly known as the "Equitable Distribution Statute", make this Agreement in full and complete satisfaction of any and all claims which the Wife may have against the Husband, and which the Husband may have against the Wife, including rights of equitable distribution which each may have under applicable present and future law, rights to distribution of property, rights to payments of capital sums, rights to periodic payments, rights to distributive share, rights to pension and life insurance, etc. and instead make the financial provisions as set forth herein; and

WHEREAS, the Wife agrees to accept the full performance of the provisions hereof in final settlement and satisfaction of any and all claims and rights that she may now or hereafter have against the Husband for her support, alimony and equitable distribution of property rights, and she releases and discharges the Husband absolutely and forever for the rest of her life from any and all demands for alimony or any provision for her support, except as provided herein; and

WHEREAS, the Husband agrees to accept the full performance of the provisions hereof in final settlement and satisfaction of any and all claims and rights that he may now or hereafter have against the Wife for his support, alimony and equitable distribution of property rights, and he releases and discharges the Wife absolutely and forever for the rest of his life from any and all demands for alimony or any provision for his support, except as provided herein; and

WHEREAS, this Agreement shall effect a final, complete non-modifiable and irrevocable

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settlement with respect to all property, alimony and financial claims that either of the parties may now or at any time hereafter have against the other; and

WHEREAS, the parties hereto each warrant and represent to the other that they, and each of them, fully understand all the terms, covenants, conditions, provisions and obligations incumbent upon each of them by virtue of this Agreement to be performed or contemplated by each of them hereunder, and each believes the same to be fair, just, reasonable and to their respective individual best interest and each accepts the terms in full and complete satisfaction of all marital rights; and

WHEREAS, the parties acknowledge, by the execution of this agreement, that this is a free and voluntary act; and

WHEREAS, this Agreement is intended to be a full settlement of the action for dissolution of marriage; and

NOW THEREFORE, for and in consideration of the mutual promises, covenants and representations of the parties and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, it is agreed to by the parties as follows:

1. **SEPARATION.** The parties shall continue residing separate and apart. Each party may reside at such place or places that such party may deem proper without interference from the other. It shall be lawful for each of the parties to conduct, carry on and engage in any employment, business or trade with whomever they deem fit, free from control, restraint or interference, either directly or indirectly, from the other in all respects as if the parties were sole and unmarried.

2. **NON-INTERFERENCE.** Neither party shall in any way disturb, trouble, or interfere with the peace and comfort of the other or compel or seek to compel the other to associate, cohabit or dwell with him or her by any action or proceeding for restoration of conjugal rights or by any

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means whatsoever.

3. **SEPARATE OWNERSHIP.** Except as otherwise expressly set forth herein, each party shall own, as his or her separate property free of any claim or right of the other, all of the items of property, real, personal and mixed, of any kind, nature or description and wheresoever situated, which are now in his or her name, control or possession, with full power to dispose of the same as fully and effectually in all respects and for all purposes as if unmarried.

4. **ALIMONY.** As and for bridge the gap alimony, the Husband shall pay the Wife the sum of \$600.00 (six hundred dollars) per month, payable in increments consistent with the Husband's pay periods (\$276.92 bi-weekly), for a term of 60 months (5 years) and automatically terminating upon the earliest of the following: 1) the expiration of the five (5) year term above; 2) remarriage; 3) death or 4) cohabitation with a person of the opposite sex wherein a supportive relationship exists between the Wife and a person who is not related by consanguinity or affinity. Except as required herein, the parties state that in no event and under no circumstances, now or in the future, do either of them desire or require the other party to make any payment for his or her support, ordinary or extraordinary, directly or indirectly, including periodic, bridge the gap, temporary, rehabilitative, permanent or lump sum alimony except as specifically provided herein. The first alimony payment shall commence with the first pay period subsequent to the signing of this Agreement. This alimony obligation, as pertains to amount and term/duration are non-modifiable by either party for any reason. The alimony shall be taxable to the Wife and tax deductible to the Husband. With the exception of the five years of non-modifiable bridge the gap alimony in the amount of \$600.00 per month, both parties agree to waive and disclaim any and all right to seek alimony or other spousal support of any kind whatsoever. This waiver is irrevocable and non-modifiable.

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The Wife shall be entitled to the entry of an Agreed Income Deduction Order for the payment of the remaining alimony obligations in the event of any of the following: the Husband is ever late with an alimony payment by fifteen or more days, the Husband is late by three or more days on two alimony payments in any one calendar year, or if the Husband is late with alimony payments a total of five times over the course of the payment obligations remaining.

5. **PARENTING PLAN/ SHARED PARENTAL RESPONSIBILITY.**

A. Recitals: Each of the parents recognizes the deep love, devotion and dedication of the other to their minor child. Each of the parents also feels that the other parent is fully capable and competent to raise the minor children and make a home for them where they can grow up in a wholesome, loving, and harmonious atmosphere.

Each recognizes the other has a right and responsibility to, and shall fully participate with the children's health, welfare, education and upbringing. Each parent acknowledges that both parents have the right to take care of legal matters of, for, or on behalf the children. The parents acknowledge that it is the children's right to have frequent and continuing contact with both parents and to facilitate and encourage open and frequent contact and access with the other parent.

Both parties agree to adhere to the shared parental responsibility provisions of the parenting plan, attached hereto as Exhibit "A" and incorporated as if fully set forth herein.

B. Names to be Maintained: Neither parent will, at any time, or for any reason, cause the minor children to be known or identified or designated by any name other than Raul Carlos Pedroso, Alejandro Luis Pedroso and Danielle Cristina Pedroso and neither shall initiate nor cause the designation of "father" or "mother" or their equivalent to be used by the minor children with reference to any person other than the parents.



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6. **PARENTING PLAN/DIVISION OF TIME.** Both parties agree to adhere to the provisions pertaining to the division of time as set forth in the parenting plan, attached hereto as Exhibit "A" and incorporated as if fully set forth herein.

A. Failure to Exercise; No Waiver. The right of a parent to have contact and access with the children is the right of that parent and failure to exercise such right on any particular occasion shall not be deemed, construed to be, nor constitute, a waiver of that right thereafter to full compliance of the provisions hereof.

7. **CHILD SUPPORT.** Commencing with the first pay period after the execution of this Agreement the Husband shall pay to the Wife as and for child support the total sum of \$1,100.00 (one thousand one hundred dollars) per month, consistent with the Husband's pay periods. The bi-weekly sum equates to \$507.70 (five hundred and seven dollars and seventy cents), commences with the first pay period after execution of this Agreement, and shall continue to be payable as and for child support for the parties' three minor children. Upon emancipation of the eldest child in accordance with applicable Florida law, the Husband shall, at his option, file a downward modification for the recomputation of child support obligations for the remaining two children. Upon emancipation of the middle child in accordance with applicable Florida law, the Husband shall, at his option, file a downward modification for the recomputation of child support obligations for the remaining child.

Both parties recognize and acknowledge that the child support computations have been computed based on the Husband maintaining health insurance coverage for the minor children through his employer. Both parties recognize that as of the date of execution of this Agreement, there is no retroactive child support due and owing to the Wife.

The parties to this Agreement have been advised of the provisions of Florida Statute 61.30, a

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statutory provision commonly known as the Child Support Guidelines. The parties acknowledge that they have reviewed the provisions of said Child Support Guidelines, understand them, and have had a full opportunity to discuss them with counsel. The parties further understand that in the absence of this agreement between them, the provisions of the Child Support Guidelines would govern the determination of the amount of the child support obligation to be paid. Notwithstanding said statutory provisions, the parties wish to enter into the present Agreement relative to child support, which equates to a higher payment than that which is provided for under the Guidelines, by the Husband.

8. **EMANCIPATION.** "Emancipation" of a child as used in this Agreement shall be deemed to have occurred upon the earliest happening of any of the following, in accordance with applicable Florida law (note, if there is any conflict between this provision and applicable Florida law pertaining to emancipation, applicable Florida law shall prevail):

(i) The child attaining the age of eighteen years or between the age of 18 and 19 and is still in high school performing in good faith with a reasonable expectation of graduation before the age of 19 in which event emancipation shall be extended to the child's graduation from high school or age 19, whichever ever is sooner; or

(ii) Marriage of the child, even though said marriage may be void or voidable, and despite any subsequent divorce, annulment or other termination thereof; or

(iii) Entry of the child into the military service, such emancipation to continue only so long as the child is active in such military service; in the event of discharge prior to the happening of another emancipation event, the child shall again be deemed to be unemancipated; or

(iv) Engaging in full-time employment, except that (i) engaging in part-time employment (less than twenty-five hours per week) shall not constitute emancipation and (ii) the child engaging in

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full-time employment during vacation and summer periods of school intercessions and other recesses shall not be deemed emancipation. Emancipation stemming from employment shall be deemed terminated upon the cessation by the child of full-time employment before any other emancipation event, and the child shall again be deemed to be un-emancipated until the happening of another emancipation event; or

(v) The child establishing a permanent residence away from either parent. Residence at a camp, boarding school, college, or travel shall not be deemed a change in the permanent residence of a child sufficient to constitute emancipation. If a child establishes a permanent residence away and subsequently returns to reside with the parent prior to another emancipation event, then the period of emancipation shall cease until the happening of another emancipation event; or

(vi) The death of a child.

9. HEALTH INSURANCE AND MEDICAL EXPENSES/ADDITIONAL CHILD SUPPORT/PARENTING PLAN.

The Husband shall continue to maintain the parties' minor children on his current medical insurance plan through his employer, so long as same is available to the Husband and the cost of same has been factored into the child support guideline calculations. The Husband and Wife shall share all reasonable and necessary uncovered medical expenses, vision, orthodontia, counseling and/or dental expenses for the parties' children with the Father paying seventy (70) percent and the Wife paying thirty (30) percent of same. The non-paying party shall reimburse the paying party within twenty days of written request for same and proof of payment. In the event the Husband's current insurance plan is cancelled, changed or the cost is increased for the coverage of the minor children then the parties shall review this together in an attempt to have the children on the most reasonable, cost effective plan with the most



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reasonable coverage, and, in the event there is an increase in same then the parties will pay same in guideline proportionate amounts (Wife paying 30% and Husband paying 70%) as to the additional premium cost. The Husband's and Wife's obligations for medical insurance coverage and the obligation of each of the parties as to the uncovered medical and/or dental expenses terminate upon termination of the child support obligations for each child in accordance with applicable Florida law. Absent an emergency, and assuming in plan medical provides are reasonably available, plan providers who are "in network" shall be used for medial care for the children.

All other payment provisions contained in the Parenting Plan, attached hereto as Exhibit "A", as pertains to child related payments for any child related expenses shall be deemed additional child support for purposes of this Agreement.

Reimbursement provisions, as pertains to time-frames for repayment and requests for reimbursement, contained in the Parenting Plan shall govern for purposes of this provision.

10. **LIFE INSURANCE.**

(a) Both parties recognize the need to protect the financial security of the parties' minor children in the event of the untimely death of one of the parties. As such, the Husband has a one-hundred and fifty thousand dollars (\$150,000.00) life insurance policy on his life. The Husband shall pay the premiums as and when due, on his own life insurance policies on a timely basis. The Husband shall not take any action to adversely impact the rights of the other in the policy, including, but not limited to, any action that might cause the termination of the other party's interest in the policy, and each party agrees to indemnify and hold the other party harmless with respect to any breach of such obligation. The Husband shall provide the Wife with written authorization to speak to and/or communicate in writing with the insurance agent and/or insurance company for their own life insurance


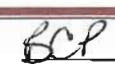
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for all purposes including, but not limited to, determination that the policy is in effect, that the payments are being made timely and there is no borrowing, liening or otherwise hypothecating said policy.

(b) Both parties agree that the children shall remain as irrevocable beneficiaries of policy benefits of \$150,000.00 and the Wife shall be designated as and remain as Trustee of the aforesaid life insurance policy until the emancipation of the parties' youngest child.

(c) Both parties acknowledge that the Husband currently has a life insurance policy on the Wife in the amount of fifty thousand dollars (\$50,000.00) and shall be entitled to keep same, and, if the Husband opts to do so, the Husband shall be solely responsible for the policy premium on said policy. The Wife shall not take any action to adversely impact the rights of the other in the policy, including, but not limited to, any action that might cause the termination of the other party's interest in the policy, and each party agrees to indemnify and hold the other party harmless with respect to any breach of such obligation. The Wife shall provide the Husband with written authorization to speak to and/or communicate in writing with the insurance agent and/or insurance company for their own life insurance for all purposes including, but not limited to, determination that the policy is in effect, that the payments are being made timely and there is no borrowing, liening or otherwise hypothecating said policy. The Wife shall have no obligation to pay any premiums associated with said life insurance policy.

(d) The Wife shall be entitled to secure life insurance on the Husband of her choosing, at the Wife's option. If the Wife opts to secure same, the Wife shall own the policy and shall be solely responsible for the payment of the premium on said policy. If the Wife opts for same, the Husband shall make himself reasonably available, within ten (10) days of any requests pertaining to same, to complete paperwork and any medical testing required to secure said policy. This option shall have no impact on the Husband's obligation to maintain the life insurance coverage as set forth above to secure

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child support (hereinabove in a and b).

11. **HEALTH INSURANCE AND MEDICAL EXPENSES.** The parties are currently covered by and through the Husband's health plan through his employment. The Husband will continue to maintain the coverage for himself through his employment and be responsible for all premiums/expenses related to his coverage. The Wife shall secure her own health insurance within thirty (30) days after entry of the Final Judgment and be responsible for her own health insurance. The final hearing shall be set within thirty days of the signing of this Agreement.

12. **TAX RETURN/DEPENDENCY EXEMPTION.** For all years subsequent to 2008, the parties shall file separate tax returns, with the Wife declaring the eldest and the Husband declaring the middle child. The parties shall alternate declaring the youngest child, with the Wife doing so on odd years, starting with the income tax filing for 2009 (filed in 2010) and the Husband on even years, starting with the income tax filing for 2010 (filed in 2011). Once the eldest child emancipates, the parties shall each continue to declare one child as a dependent, with the Wife taking the youngest child on the first year following the emancipation of the eldest child. Once the middle child emancipates, the parties shall alternate claiming the youngest child thereafter odd years for the Wife and even years the Husband. Both parties acknowledge that a joint return was filed for 2008 and that the liability associated with same was paid, in full, by the Husband.

13. **DIVISION OF REAL PROPERTY, PERSONAL PROPERTY AND MARITAL ASSETS.** Both parties agree to the following equitable division of the marital assets:

A. The parties own real property in the form of a jointly titled marital residence located at 6855 South Cartee Road, Palmetto Bay, Florida 33158. Within one hundred (100) days of final judgment, the Wife shall refinance the marital residence removing the Husband's name from all financial

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liability associated with the residence and paying the Husband or instructing the Lender to pay the Husband at closing the sum of fifteen thousand dollars (\$15,000.00) from the refinancing as equitable distribution. In addition, the following debts/liabilities will be paid at closing by Wife and/or Lender: Chase Home Equity Account (formerly known as Washington Mutual) Line of Credit in the Husband and Wife's name, GE Project Line in the Husband's name, Macy's Visa in the Husband and Wife's name, and Macy's Store Credit in the Husband and Wife's name. After refinancing and meeting the obligations set herein this article, the jointly titled marital residence shall be the sole and exclusive property of the Wife and the Husband waives and relinquishes any claims thereto. The Husband shall execute a quitclaim deed in favor of the Wife, transferring all of their rights, title and interest in the property to the Wife at closing. The Wife shall be responsible for the preparation and recording of the quit claim deed. The Wife shall be solely responsible for the payment of all mortgage payments, insurance, maintenance, all utility bills, taxes, upkeep and all other house related expenses. The Wife shall hold the Husband harmless and indemnify him from the financial liability in conjunction with said residence. If the Wife is unable to refinance the residence within one hundred (100) days of final judgment, the Husband and Wife shall place the home up for sale within fourteen (14) days.

In the event this provision regarding the sale of the house is triggered due to the Wife's inability to refinance within the parameters established herein, the Husband and Wife shall agree on a realtor and asking price of the home taking into consideration the recommendation of agreed upon realtor. At closing, if the house is sold under this provision, the following debts/ liabilities will be paid: Washington Mutual Line of Credit in the Husband and Wife's name, GE Project Line in the Husband's name, Macy's Visa in the Husband and Wife's name, and Macy's Store Credit in the Husband and Wife's name, realtor commission/ fees, and closing costs. Upon paying these debts/ liabilities, the remaining cash/



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proceeds from the sale will be divided among the Husband and Wife as follows: the Husband will receive 25% of the remaining cash from the sale and the Wife will receive the other 75% as equitable distribution payments. Any issues concerning the sale of this home/property that is not agreed upon by the Husband and Wife will be decided by mediation (mediation to be paid 50% by Husband 50% by Wife).

The Wife shall be entitled to claim all itemized deductions associated with the marital residence on her individual tax return for 2009 (reported on taxes in 2010 filing) forward.

B. The Wife shall receive the following as her equitable distribution of the marital assets:


1. All jewelry and personal items belonging to the Wife currently in her possession.


The personal belongings of the Wife shall be hers, and the Husband does hereby relinquish all of his interest in and to said items.

2. 2004 Ford Expedition which is unencumbered. The parties agree to execute any and all documents necessary to transfer ownership of this vehicle to the individual name of the party as allocated herein. The Wife shall be solely responsible for all insurance regarding same and shall indemnify and hold harmless the Husband as to any and all claims arising from the Wife's ownership or operation of the vehicle. The parties agree to execute any and all documents necessary to transfer ownership of this vehicle to the individual name of the party as allocated herein;

3. China/Silver

4. Gun/Firearm: Smith and Wesson – 357 Magnum; the Wife shall be solely responsible for the gun/firearm and shall indemnify and hold harmless the Husband as to any and all claims arising from anything relating to the use of or ownership the gun/firearm. The parties agree to execute a release agreement transferring ownership of this gun/firearm to the individual name of the



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Wife.

5. Washington Mutual checking Account in the Wife's name

6. All furniture, furnishings and personal property in the marital residence of the parties located at 6855 S. Cartee Road, Miami, FL 33158 shall be the property of the Wife.

C. The Husband shall receive the following as his equitable distribution of the marital assets and liabilities:

1. All jewelry and personal items belonging to the Husband currently in his possession. The personal belongings of the Husband shall be his, and the Wife does hereby relinquish all of her interest in and to said items. The Husband acknowledges that these items are already in his possession.

2. 1997 Jeep Cherokee titled in the name of the Husband.

3. Husband's collectibles – Guns/firearms (already in the Husband's possession)

4. Funds in the Husband's individual DCFCU bank account.

5. Life insurance cash surrender value on policy owned by the Husband on the

Wife.

D. It is the intention of the parties that the payments referred to in this Article are not includible in the income of the Wife or Husband pursuant to the Internal Revenue Code and shall not be deductible by the Husband or Wife under said Code. Both parties further agree that they shall not henceforth assert a position with respect to preparation and filing of future income tax returns, either individually or jointly with another, inconsistent with the undertaking herein contained.

E. The Wife shall provide at Husband's request all Family photographs and family video/DVD recordings in order to have copies made at Husband's expense taking them in groups of no more than six videos or DVD's and two photo albums at a time and returning same within 60 days and



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before taking additional video/ DVD's or photo albums for duplication.

14. **MARITAL DEBTS AND LIABILITIES.** Both parties recognize and acknowledge that all known marital liabilities have been equitably distributed as set forth herein in that:

A. The Wife shall bear full financial liability and responsibility for the following debts (with the only exception being if the provision of Paragraph 13a is triggered for the sale of the house, and, if same takes place, the debts shall be paid in accordance with that provision of this Agreement for those specifically delineated debts):

(1) Washington Mutual Home Equity Line (joint)

(2) Banana Republic credit card (Wife's name)

(3) Citibank credit card (Wife's name)

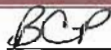
(4) Macy's Visa (joint). The Husband represents that the account will be closed within five days of the balance being paid by the Wife as agreed. In the event of any charges on or after the date of filing placed on the card by the Husband that were not child related or auto-billing charges, if any, said charges shall be the sole financial responsibility of the Husband. If any such charges have been made, the Husband will reimburse the Wife for same within forty-five days of written request by the Wife for reimbursement.

(5) Macy's Store credit card (Husband and Wife's name) The Husband represents that the account has or will be closed within five days of the balance being paid by Wife as agreed. In the event of any charges on or after the date of filing, said charges shall be the sole financial responsibility of the Husband. If any such charges have been made, the Husband will reimburse the Wife for same within forty-five days of written request by the Wife for reimbursement.

(6) Discover Card (Wife's name)



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(7) GE project line (Husband's name) The Husband represents that no additional funds have been utilized from this project line subsequent to the date of the filing of the dissolution of marriage and that the account has or will be closed within five days of the balance being paid by Wife as agreed. In the event of any usage of funds on or after the date of filing, said charges shall be the sole financial responsibility of the Husband. If any such charges have been made, the Husband will reimburse the Wife for same within forty-five days of written request by the Wife for reimbursement.

The Wife shall indemnify the Husband and hold the Husband harmless from the above delineated debts being assumed by the Wife. Until such time as the refinancing takes place, the Wife shall make the minimum payments on the above delineated liabilities from the date of the signing of this Agreement through the refinancing or sale (in required due to inability to refinance).


B. The Husband shall bear full financial liability and responsibility for the following debts:

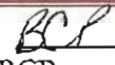
- (1) Nordstrom's credit card
- (2) Barclay's Spirit MasterCard
- (3) Any other credit card debt maintained in the name of the Husband
- (4) The 2008 Income Tax payment for filing joint

The Husband shall indemnify the Wife and hold the Wife harmless from the above delineated debts being assumed by the Husband.

C. If presently unknown obligations exist, the party who incurred the obligation shall be responsible for its payment and holds the other harmless from any liability for such debt.

D. Prohibition to pledge credit: Except as specifically provided to the contrary in this Agreement, neither party will incur any liability, expenses 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

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they are acting as the agent of the other and each party agrees in support hereof, to forever indemnify and protect, save and hold harmless the other from any liability, obligation or expense arising therefrom.

E. Indemnification expense: In the event it is necessary for either party to enforce this indemnification, the prevailing party shall be entitled to all costs and reasonable attorney's fees incurred therewith.

F. Debts incurred after this agreement: The parties agree that any and all debts incurred after the execution of this Agreement shall be the sole obligation and responsibility of the party incurring said expense, and each party hereby agrees to forever indemnify and protect, save and hold harmless the other party from any liability in regard to debts incurred after the signing of this Agreement.

G. Joint charge accounts terminated: Joint charge accounts or joint credit, if any, of whatever nature shall be forthwith terminated by the parties hereto, and said parties will do all that is necessary to inform all past, present or future creditors of said accounts of the parties hereto, and said parties will do all that is necessary to inform all past, present or future creditors of said accounts of such cancellation of joint liability.

H. Impairment of credit: Both spouses agree that they shall not impair the credit of the other by either failing to pay joint credit obligations timely, or failing to pay joint credit obligations at all, or in contacting credit agencies or creditors, or by any manner whatsoever.

15. **BANK AND CREDIT UNION ACCOUNTS.** The parties recognize and acknowledge that no joint accounts exist and that the Husband has closed the joint accounts at the Dade County Federal Credit Union. Each party shall retain all funds located in that parties' corresponding name, free from interference with or claim to by the other party.

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16. **PENSION PLAN/RETIREMENT PLAN/ACCRUED BENEFITS.**

- A. The Wife shall retain an intact, one hundred percent interest, in the following:
- (1) Retirement accounts in the Wife's name known as ING 403B & Great West
 - 401k. (2) All accrued employment benefits in the Wife's name.
 - (3) The Wife's FRS pension benefits, all COLAs and DROP benefits associated with the Wife's FRS pension.
- B. The Husband shall retain an intact, one hundred percent interest, in the following:
- (1) Deferred compensation/retirement accounts more commonly known as ICMA PEHP, ICMA (457b) deferred compensation
 - (2) Nationwide PEHP (3 Accounts)
 - (3) City of Coral Gables Police Pension Fund (185)
 - (4) Roth IRA in the Husband's name (Schwab)
- C. One hundred percent of the Husband's Accrued Leave (Coral Gables PD).
- D. The Wife shall be entitled to fifty percent (50%) of the marital portion of the Husband's Coral Gables Retirement System Pension. The Wife's fifty-percent interest shall be defined as: one-half of the value, from the date of marriage to the date of filing with all cost of living adjustment (COLA) on the Wife's interest in the Husband's Coral Gables Pension.

1. If the Husband participates in DROP (deferred retirement option plan), both parties agree that the Husband shall retain one hundred percent interest in any monthly retirement benefit, pension earned, collected, or otherwise accrued while actively participating in the Deferred Retirement Option Plan provided by the pension provider for the City of Coral Gables. The Wife is waiving any claims to same.


2. Beginning upon the Husband's actual termination of service, and effective upon the first retirement payment processed outside of DROP (either after the end of DROP if the Husband

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participates in DROP or upon retirement if the Husband does not participate in DROP), with the City of Coral Gables, the Wife shall be entitled to the marital portion of the Husband's Coral Gables Retirement System Pension to be defined as follows: fifty percent (50%) of the value, from the date of marriage to the date of filing and any COLAs that accrue on that portion of the retirement, including the accrual of COLAs during the DROP period. Although the Wife is waiving her claim to DROP funds, the Wife is not waiving her claim to the COLAs that take effect during DROP to the extent that, upon termination of DROP, the Wife's portion of the retirement benefit as defined herein will have increased by the COLAs on said portion during the DROP period. The Husband shall be entitled to retain all funds in DROP, free from claim to by the Wife. Additionally, with the exception of the Wife's interest in the Husband's City of Coral Gables Retirement System Pension as delineated herein, the Husband shall retain the remainder of the interest in said City of Coral Gables Retirement System Pension.

3. A QDRO will be prepared to effectuate the division of this asset within forty-five days of the signing of this agreement, with the cost of same to be paid by the Husband. Law Data, or another agreed upon entity/person, shall be retained by the Husband to prepare the QDRO and a draft of same will be presented to counsel for the Wife for review within forty-five days of the signing of the Agreement. The Wife shall not be entitled to any part of or payments related to this pension if Husband for whatever reason is not eligible or able to collect a pension from the City of Coral Gables. Pension payments to Wife as explained herein, will not in any way extend after the Husband's death or Wife's death.

17. **ATTORNEY'S FEES, PROFESSIONAL FEES AND COSTS.** Each party shall be responsible for his or her own attorney's fees and costs associated with the dissolution of their marriage,

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including the negotiation and drafting of this Agreement through the entry of Final Judgment.

18. **MODIFICATION.** This Agreement shall not be modified or waived by the parties except in writing and with the same formalities as used in the execution of this Agreement.

19. **EXECUTION OF FURTHER INSTRUMENTS UPON DEMAND.** 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.

Subject to the provisions of this Agreement, each party, for herself or himself, and for her or his heirs, legal representatives, executors, administrators and assigns, hereby remises, releases and forever discharges the other of and from any and all cause or causes of actions, claims, rights or demands whatsoever, in law or in equity, which either of the parties hereto ever had, or now has, against the other except, any or all cause or causes of action for divorce, annulment or separation action now pending or hereafter brought by the other.

20. **LOSS OF INHERITANCE RIGHTS.** Both parties agree to waive, release and relinquish any right that he or she may now have or subsequently acquire as to the other party's property under the present or future laws of any jurisdiction, with the exception of the life insurance provision and any other exception specifically noted herein, including but not limited to any right to:

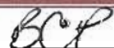
A. To elect to take against any will or codicil of the other, now or hereinafter in force;

B. To share in the other party's estate, including any claim to dower, elective share, homestead property or any other right given to surviving spouses;

C. To serve as personal representative of the other's estate. Nothing in this Agreement,



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however, shall constitute a waiver of either party's right against the estate of the other for purposes of the full and complete enforcement of this Agreement.

This provision is intended to be and shall constitute a revocation of 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 heretofore executed by the other and any rights to intestate succession. This waiver shall and does constitute a mutual waiver by the parties of their respective rights of election or elective share 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. 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 this article, nothing contained herein shall constitute: A release or discharge of either party or of such party's estate or property, of or 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 representatives, 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;

21. **PURPOSE OF THIS AGREEMENT.** This Agreement shall not and is not in any manner to be construed or interpreted as an agreement for the furtherance of dissolution of marriage,

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but is for the specific purpose of determining and settling forever the property rights of the parties. This Agreement shall remain binding by and between the parties and enforceable by either against the other party as to the settlement of the support and property rights, whether or not the marriage is dissolved.


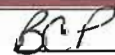
The parties acknowledge that this Agreement constitutes the full and complete settlement of all alimony and support rights, property rights, liabilities and other responsibilities between the parties. This Agreement is a full, complete and final settlement of all claims of any nature whatsoever that either party may have against the other, now or in the future, except as expressly provided for herein.

22. **EACH PARTY INDEMNIFIES THE OTHER.** The parties hereto do hereby indemnify and hold harmless each other from any and all obligations incurred by the other subsequent to the effective date of this instrument, and agree that each party shall henceforth from the effective date of this instrument, be responsible only for their individual obligations.

23. **AGREEMENT NOT TO BE MERGED IN FINAL JUDGMENT.** It is further understood and agreed by and between the parties hereto that inclusion of the provisions of this Agreement in any such interlocutory or final decree or judgment entered in the causes hereinabove described, shall not cancel, void, or in any way evade the terms of this Agreement and the binding nature thereof upon the parties hereto during the lifetime of the parties hereto or the personal representative of the respective parties' estates hereto after death.

24. **PREVAILING PARTY.** Both parties agree that, in the event either party moves to enforce the terms of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in conjunction with the bringing or defending of such action.

25. **INDIVIDUAL COUNSEL.** Each party acknowledges that he or she has had the

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opportunity to obtain and consult with independent legal counsel in the negotiation and execution of this Agreement. The Wife was represented by Tammi A. Clearfield, Esquire of the Law Offices of Tammi A. Clearfield, P.A. and the Husband was represented Brian M. Silverio, Esquire, of Silverio & Hall, P.A. Each party fully understands the factual contents and legal basis of this Agreement and has been, or is entitled to, be fully advised and informed as to his or her legal rights and obligations under the terms contained herein. As a result of each party executing this Agreement freely and voluntarily, understands the terms and provisions, and each party thereby fully intends to be bound by all of the terms and conditions contained herein. Each party acknowledges that there has been no duress, coercion or undue pressure to sign this Agreement. Each party believes the agreement is fair, just and reasonable as pertains to their respective best interests. The parties agree to pay their own attorney fees and costs.

26. **FULL DISCLOSURE.** Each of the parties to this Agreement has provided the other with full and complete financial disclosure of the amount and nature of his or her legal assets and liabilities and has represented to the other the approximate amount of his or her present income, which income has been derived from any and all sources which have been further disclosed either in mandatory disclosure. The parties declare that each is fully informed and cognizant of the extent of the income, property, estate and assets of the other, after full and complete disclosure, each to the other made, and each hereby declares his or her complete satisfaction that such disclosure has been fully and frankly made, and accepts the same as true and correct and as having been given in good faith.

27. **TAX ADVICE.** The parties acknowledge that no tax advice has been rendered to the Wife via her counsel and that the Wife received only legal advice from her attorney. The parties acknowledge that no tax advice has been rendered to the Husband via his counsel and that the Husband

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received only legal advice from his attorney. Both parties have had the opportunity to seek tax advice from accountants.


28. **MUTUAL UNDERSTANDINGS.** Each party understands and agrees that this Agreement constitutes the entire contract between the parties and it supersedes any prior understandings or agreements made by them on the subjects covered herein. There are no representations or warranties other than those set forth in this Agreement.

29. **AGREEMENT TO SURVIVE.** If any portion of this Agreement is held illegal, unenforceable, invalid, void and/or voidable by any Court of competent jurisdiction, each of the remaining terms hereof shall nevertheless remain in full force and effect of a separate contract. This Agreement shall be deemed modified and amended to the extent necessary to render it valid and enforceable. Failure of either party to require strict performance of any term or provision of this Agreement shall not act as a waiver of that provision. This Agreement shall survive Final Judgment in any future proceeding for separate maintenance, divorce or dissolution of marriage, even though this Agreement may be incorporated herein, and shall not be merged into any decree, judgment or support or other order to enforce such decrees, judgment or support order.

30. **INDEPENDENT COVENANTS.** Each of the respective rights and obligations of the parties hereunder shall be deemed independent and may be enforced independently irrespective of any of the other rights and obligations set forth herein.



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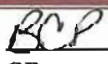


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31. **MODIFICATION AND WAIVER.** Neither this Agreement nor any provision hereof shall be amended or modified except by an Agreement in writing duly subscribed and acknowledged with the same formality as this Agreement, except as expressly provided herein. Any waiver by either party of any provisions of this Agreement or any right hereunder shall not be deemed a continuing waiver and shall not prevent or stop such party from thereafter enforcing such right, and the failure of either party to insist in any one or more instances upon the strict performance of any of the provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of such provision, but the same shall continue in full force and effect.

32. **BINDING EFFECT OF AGREEMENT.** This Agreement and all the obligations and covenants hereunder shall bind the parties hereto, their heirs, executors, administrators, legal representatives and assigns and shall inure to the benefit of their respective heirs, executors, administrators, legal representatives and assigns.

33. **OTHER REPRESENTATIONS/RELEASE.** Each party acknowledges that he or she has had the full opportunity to become fully familiar with the respective financial condition of the other and the earning potential of the other, and that each is also aware of the risks attendant in any litigation hereunder. Furthermore, each party acknowledges that any failure on his or her part to seek further disclosure of the other's financial position, assets, etc., is purely voluntary and shall not form a basis for any claim of lack of knowledge, fraud, mistake, overreaching, unconscionability, concealment or failure to disclose, except to the extent that the information requested may have been misrepresented or knowingly concealed by the providing party. Each party is satisfied that this Agreement constitutes a fair and reasonable resolution of their disputes irrespective of the financial

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condition of the other and the Wife acknowledges that this Agreement constitutes a fair and adequate settlement and provision for her future.

Except as specifically set forth herein, the parties hereto hereby waive, renounce, remise and release to the other forever, for all purposes whatsoever, including by way of illustration not restriction, elective share, dower, curtesy, community property, distributive award, an equitable distribution under presently existing law and any subsequent or similar law in this jurisdiction or any other jurisdiction, all rights and interests which either now has or may hereafter acquire in any real, personal, community, marital or nonmarital property, of any kind, or estate of any kind, wheresoever situate and whether acquired before or after the marriage, before or after the date hereof, or before or after the entry of judgment affecting the parties' marital status, as if such parties had never married.

34. **IMPLEMENTATION.** The Husband and Wife shall, at any and all times, upon request by the other party or his or her legal representatives, promptly make, execute and deliver any and all other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement, without charge therefore.

35. **FINAL REPOSITORY.** This action forms the last repository of all prior agreements, either written or oral, between the parties and shall be binding upon them, their heirs, personal representatives and assigns.

36. **AGREEMENT GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.**

The parties hereto agree that it is their intention and covenant that this Agreement shall be governed by the laws of the State of Florida and that venue shall exclusively be in Miami-Dade County, Florida. This Agreement is intended to be a binding agreement between the parties, ratifiable by the Court and enforceable by the contempt powers of the Court to the extent allowed by law.

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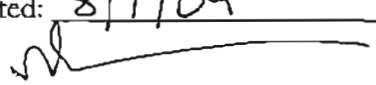
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37. **JOINT AUTHORSHIP.** The parties acknowledge that this Agreement has been prepared with the input from both parties. Accordingly, it shall be deemed drafted jointly for the parties as opposed to either party.

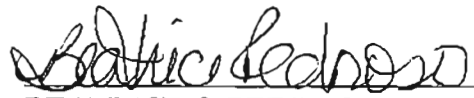
38. **SUBTITLES.** The subtitles contained herein are for convenience or reference only and shall not be interpreted to constitute substantive provisions of this Agreement.

39. **EFFECTIVE DATE.** The Effective Date for purposes of the terms as conditions as set forth in this Agreement, shall be the day and year first above written.

40. **EXECUTION.** This Agreement is executed in duplicate and each of such executed duplicates shall be deemed an original and shall have the same full force and effect as if it alone had been executed by the parties.

Dated: 8/1/09


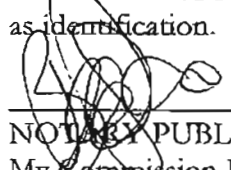
RAUL E. PEDROSO *FDL:*
Petitioner/Husband *P362-725-70-291-0*
exp 8/1/10



BEATRICE C. PEDROSO
Respondent/Wife *FDL:*
P362-06349-798-0
exp 8/18/10

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me of this 1 day of August, 2009 by RAUL PEDROSO, to me known to be the person described in the Florida Driver's License presented as identification.


NOTARY PUBLIC STATE OF FLORIDA AT LARGE
My Commission Expires:



The foregoing instrument was acknowledged before me of this 1 day of August, 2009 by BEATRICE PEDROSO, to me known to be the person described in the Florida Driver's License presented as identification.


NOTARY PUBLIC STATE OF FLORIDA AT LARGE
My Commission Expires:



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