

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT, IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF	:	FAMILY DIVISION
ALDO COLLI,	:	Case No. 2014-015005 FC 04
Petitioner/Husband,	:	Case No. 2008-22229 FC 04
and	:	Case No. 2008-20761 FC 04
CLAUDINE CLAUS,	:	JUVENILE DIVISION
Respondent/Wife,	:	Case No. D14-16063
BENEFIT LIFE CORPORATION,	:	DOMESTIC VIOLENCE
a Florida Corporation and	:	Case No. 2014-19267 FC 04
AEC FINANCIAL GROUP, LLC	:	Case No. 2014-19026 FC 04
Respondents.	:	

**WIFE'S ANSWER AND AFFIRMATIVE DEFENSES TO HUSBAND'S
PETITION FOR DISSOLUTION OF MARRIAGE AND
WIFE'S VERIFIED COUNTER-PETITION FOR DISSOLUTION
OF MARRIAGE AND OTHER RELIEF**

The Respondent/Wife, **CLAUDINE CLAUS**, for her *Answer and Affirmative Defenses to Husband's Petition for Dissolution of Marriage* states:

- 1.0 The Wife admits the allegations set forth in Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 18, 21, and 25.
- 2.0 The Wife denies the allegations in Paragraphs 12, 15, 19 22, 26, and 28.
- 3.0 The Wife denies the allegations in Paragraph 9. The Wife affirmatively states that an *Injunction for Protection Against Sexual Violence* was entered to protect the minor child from the Husband. The Husband is prohibited from any contact with the minor child, pursuant to case no. 14-019267-FC-48. The State of Florida has initiated Dependency proceedings against the Husband, pursuant to case no. 2014-16063-D048. The Department of Child and Families imposed a safety plan that also requires no contact between the Husband and minor child.

4.0 The Wife denies the allegations in Paragraph 10. The Wife has exclusive timesharing with the minor child. The Father was charged with criminal Domestic Violence-Battery and Stalking, pursuant to M14-033803. There is also an open criminal investigation against the Husband for child sexual abuse. The Husband is not actively involved in the care of the child as the Court has deemed it necessary to protect the child from the Husband and there is not contact between them.

5.0 The Wife denies the allegations in Paragraph 11. The Wife affirmatively states that the Prenuptial Agreement executed on April 25, 2006 is not a valid or enforceable agreement. The parties entered into a Postnuptial Agreement on June 23, 2011 (that expressly supersedes all prior executed agreements, including the prenuptial Agreement. See *Exhibit "A"*, Post Nuptial Agreement, Article XXXIII. The Husband has actually acknowledged this fact in his discovery responses since filing his Petition for Dissolution of marriage.

6.0 The Wife denies the allegations in Paragraph 13. The parties are not 50-50 owners of Benefit Life Corporation. The Wife affirmatively states that she is the 70% majority shareholder of Benefit Life Corporation. The Court should enforce the parties' postnuptial agreement and find that: "any business entities shall remain the sole property of the party who brought the entity to the marriage, received them during the marriage, or in whose name they are titled, free of any claim by the other..." See *Exhibit "A"* Post Nuptial Agreement, ¶ 2.2.

7.0 The Wife denies that the Husband is entitled to the relief he seeks in Paragraph 14. The Wife affirmatively states that she is the 70% majority shareholder of Benefit Life

Corporation. The Court should enforce the parties' postnuptial agreement and find that: "any business entities shall remain the sole property of the party who brought the entity to the marriage, received them during the marriage, or in whose name they are titled, free of any claim by the other...." See *Exhibit "A"*, Post Nuptial Agreement, ¶ 2.2.

8.0 The Wife denies the allegations in Paragraph 16. The Wife affirmatively states that the Marital Settlement Agreement executed on October of 2009 is not a valid or enforceable agreement. The parties entered into a Postnuptial Agreement on June 23, 2011 that expressly supersedes all prior executed agreements, including the Marital Settlement Agreement. See *Exhibit "A"*, Post Nuptial Agreement, Article XXXIII.

9.0 The Wife admits the allegations of Paragraph 17, but denies that the Marital Settlement Agreement is valid or enforceable.

10.0 The Wife admits the allegations of Paragraph 18. The parties reconciled and the parenting plan is not in the best interest of the children as any timesharing with the Father is contrary to the *Injunction Against Sexual Violence* and the Department of Children Safety Plan.

11.0 The Wife denies the allegations in Paragraph 20. The Wife denies the allegations in Paragraph 22. Pursuant to the *Omnibus Order on July 3, 2014 Telephonic Hearing*, the Husband shall not enter the premises of Benefit Life, shall not contact any Benefit Life employees, customer, carriers or vendors and shall not represent himself with any designation that indicates he has a relationship with Benefit Life.

12.0 The Wife denies the allegations in Paragraph 23.

13.0 The Wife denies the allegations in Paragraph 24. The Husband was not underpaid for his salary at Belief Life Corporation, and thus, there is no legal justification to offset an award to the Wife for the value of her interest in Belief Life Corporation. The Wife denies that there should an offset of her award for her value of Benefit Life Corporation due to the Husband's payment of health insurance for the minor child.

14.0 The Wife denies the allegations in Paragraph 27.

15.0 The Wife denies the allegations in Paragraph 28. The Husband has no entitlement to temporary and permanent attorney's fees, costs, and suit money. The Husband does not have a need for temporary professional fees and costs, and the Wife does not have the ability to pay for the Husband's temporary professional fees and costs.

16.0 The Wife denies the allegations in Paragraph 29. Any intangible or personal property acquired after 2009 should be distributed pursuant to the parties' Post-Nuptial Agreement.

17.0 All allegations in the Husband's *Petition for Dissolution of Marriage* which are not expressly admitted herein are denied.

AFFIRMATIVE DEFENSES

18.0 The Wife states that the parties entered into a Postnuptial Agreement on June 23, 2011.

19.0 The Wife hereby reserves the right to add to and amend her affirmative defenses and discovery as this cause progresses.

WHEREFORE, the Wife prays that the Court enter a Final Judgment of Dissolution of Marriage and grant the Wife all such other relief as it determines to be just and equitable under the circumstances.

**WIFE'S VERIFIED COUNTER-PETITION FOR DISSOLUTION
OF MARRIAGE AND OTHER RELIEF**

The Counter-Petitioner/Wife, CLAUDINE CLAUD (hereinafter "Wife"), sues the Husband for a dissolution of their marriage and states:

1.0 **Action:** This is an action for dissolution of marriage and other relief.

2.0 **Residency:** Both parties have been residents of the State of Florida for more than six (6) months prior to the filing of the Petition.

3.0 **Marriage:** The parties were married on November 3, 2006 in Miami-Dade County, after executing a Prenuptial Agreement on April 25, 2006.

3.1 Fewer than two years after the parties married, each party separately initiated dissolution of marriage proceedings on August 25, 2008 and September 10, 2008, respectively. They entered into a Marital Settlement Agreement on November 10, 2009.

3.2 The parties reconciled, executed a Postnuptial Agreement on June 23, 2011, and dismissed their pending dissolution of marriage proceedings on June 28, 2011. The Husband has acknowledged the Postnuptial Agreement in these proceedings which he initiated on June 24, 2014.

3.3 The parties no longer reside together as Husband and Wife.

4.0 Marriage Irretrievably Broken: Irreconcilable differences have arisen between the parties to the extent that their marriage is irretrievably broken and there is no present hope for a meaningful reconciliation.

5.0 Non Military Status: Both parties are over the age of 18. Neither party is presently in the military service of the United States or any of its allies.

6.0 Uniform Child Custody Jurisdiction and Enforcement Act Affidavit:

6.1 The parties have one minor child, a daughter, N.C.C., born in 2007. The Wife is not now with child and no other children are anticipated or contemplated.

6.2 The Wife is the natural mother and the Husband is the natural father of the minor child.

6.3 The child was born in Miami-Dade County, Florida, and has resided at the Wife's non-marital residence, 3699 Alhambra Court, Coral Gables, Florida 33134, since her birth to the present. The Father resided there until he vacated the residence in June of 2014. The Wife's minor child from a prior marriage also resides with the Wife and minor child.

6.4 The Wife participated as a party in other litigation in Florida concerning custody of the minor child subject to this proceeding as follows:

6.4.1 Case No. 2008-020761, Claudine Claus Colli and Aldo Colli. This was a dissolution of marriage proceeding in the 11th Judicial Circuit in Miami-Dade County, Florida. The case was dismissed on February 6, 2009 for lack of service of process.

6.4.2 Case No. 2008-22229, Aldo Colli and Claudine Claus Colli. This was a dissolution of marriage proceeding in the 11th Judicial Circuit in Miami-Dade County, Florida. The case was dismissed by the parties on June 28, 2011.

6.4.3 Case No. 2014-16063-D048. This is a dependency proceeding initiated by the Department of Children and Families against Aldo Colli on behalf of N.C.C. This action is now part of the Unified Family Court Case pursuant to an *Order of Reassignment to the Unified Family Court Complex Litigation Division Section 48*, entered September 18, 2014.

6.4.4 Case No. 2014-019267, Claudine Claus O/B/O N.C.C. v. Aldo Colli. This is a domestic violence (sexual violence) proceeding initiated by the Wife on behalf of the minor child in the 11th Judicial Circuit of Miami-Dade County, Florida. This action is now part of the Unified Family Court Case pursuant to an *Order of Reassignment to the Unified Family Court Complex Litigation Division Section 48*, entered September 18, 2014.

6.4.5 Case No. 2014-019266, Claudine Claus v. Aldo Colli. This is a domestic violence proceeding initiated by the Wife in the 11th Judicial Circuit in Miami-Dade County, Florida. This action is now part of the Unified Family Court Case pursuant to an *Order of Reassignment to the Unified Family Court Complex Litigation Division Section 48*, entered September 18, 2014.

6.5 The Wife does not know of any person not a party to this proceeding who has physical custody or claims to have custody or visitation rights with respect to the child

subject to this proceeding.

6.6 The minor child described in this affidavit is not subject to an existing child support order in this or any state or territory.

6.7 The Wife acknowledges that she has a continuing duty to advise this Court of any custody, visitation, child support, or guardianship proceeding (including dissolution of marriage, separate maintenance, child neglect, or dependency) concerning the child in this state or any other state about which information is obtained during this proceeding.

7.0 Parenting Plan:

7.1 Parental Responsibility: The Wife should be awarded sole parental responsibility of the minor child. Shared parental responsibility, which would require the parties to confer and make joint decisions as to what is in the best interest of the minor child, would be detrimental to the minor child.

7.1.1 The Husband does not have the ability to effectively co-parent and make decisions that are in the best interest of the minor child. He also has a well-documented history of physical and emotional abuse of the Wife and his former wife.¹

7.1.2 The Coral Gables Police Department arrested and incarcerated the Husband in August of 2014. The State of Florida filed criminal charges against the Husband on September 15, 2014 for a count of battery on the Wife in April of 2014 due to his physical abuse

¹ A Restraining Order was entered in Karen Colli v. Aldo Colli, Case No. DN131192 in the Superior Court of California County of San Diego. That Order was entered against the Husband in order to protect his former wife and two children. The Husband was ordered to stay at least 100 feet away from his former wife and two children and prohibited from going to their home or the children's schools. The Child Custody and Visitation Order in that case awarded the wife sole legal custody and sole physical custody of their two minor children.

of the Wife in the presence of the minor child, and a count of stalking the Wife in August 2014, which was ultimately nolle prossed. Sadly, as is often the case when violence occurs behind closed doors and the victim was previously too ashamed to report each act to the authorities but there is an extensive privately documented history of abuse by the Husband against the Wife.

7.1.3 It would be detrimental to the minor child for the Wife who is genuinely in fear of the Husband to be court-ordered to co-parent with the Husband who has physically assaulted, bullied and victimized her as part of his long pattern of demonstrating a need for coercive control and domination over his family members.

7.2 Timesharing: The Court should establish, create and develop a parenting plan that in the best interest of the minor child.

7.2.1 Pursuant to the factors enumerated in Florida Statute §61.13(3)(a-t), it is in the best interest of the minor child for the court to award sole time-sharing with the minor child to the Wife and order no contact between the Husband and the minor child unless the Husband first successfully completes an appropriate program to conform his conduct with and in the presence of the minor child to that appropriate to their relationship, age and gender and both the Husband and minor child are able to successfully participate in a program of therapeutic reunification. The Husband presents an ongoing and as yet unassessed risk of physical, sexual, and/or emotional abuse of the minor child and the Wife. No meaningful relationship is possible between the Husband and the minor child that would serve the best interests of the minor child until these issues are determined and remedied.

7.2.2 The Husband admitted to the Coral Gables Police Department on that he committed acts of physical abuse against the Wife and in the presence of the minor child. After he dismissively minimized the abuse and violence he which he had engaged as “everyday life in the family,” he was arrested. The Husband has also been verbally and physically violent with the Wife’s son from her prior marriage. The Husband ignored the Wife’s pleas that he return to individual and group counseling to deal with his issues with anger, rage, control, violence, bullying, and manipulation.

7.2.3 Multiple judicial authorities and agencies have found a sufficient basis to prohibit the Husband from having any contact with the minor child. The Department of Children and Families imposed a Child Safety Plan on July 23, 2014 that prohibited any contact, including telephone contact, between the Husband and minor child. The Domestic Violence Judge entered a *Temporary Injunction for Protection Against Sexual Violence* on August 12, 2014 on behalf of the minor child against the Husband, which is temporarily in place through February 26, 2015. The Unified Family Court Judge entered a *Dependency Shelter Order* on September 18, 2014 that found probable cause existed that the Husband sexually abused the minor child, placing the minor child in the sole care of the Wife.

7.2.4 The status quo should remain in effect until the Husband can be evaluated to determine whether any contact could be in the minor child’s best interest. If the Court determines that there is a benefit to the minor child that outweighs all of the existing concerns and potential for abuse and other detrimental effects on the minor child’s well-being,

any contact should be severely limited and under the strict therapeutic supervision of a mental health professional and the ongoing monitoring by the Court.

8.0 Child Support:

8.1 Ongoing Support: Both parties have the ability to contribute to the support of the minor child. The Court should order both parties to pay child support in an amount consistent with the Florida Child Support Guidelines and statutory factors supporting a deviation in accordance with §61.30, Fla.Stat. A completed Child Support Guidelines Worksheet will be filed. Any child support award should be paid via Income Deduction Order and through the State of Florida Central Depository.

8.2 Retroactive Support: The Wife should be awarded retroactive child support for the benefit of the minor child to the date of the parties' separation in June of 2014, when the Husband voluntarily vacated the residence in order to reside with his former wife who had moved to Florida from Rhode Island in order to live with him. The Husband has declined to pay any child support to the Wife or make any contribution to any of the minor child's medical, school, or extracurricular expenses.

8.3 Health Insurance and Medical Expenses Incident to Child Support: During the course of the marriage, the parties maintained the Wife, minor child, and their children from prior marriages on the Husband's health insurance policy through Benefit Life, the Husband's employer, and a party to these proceedings. After the proceedings were initiated, Benefit Life advanced the cost of the insurance premium for subsequent reimbursement by the Husband, a

portion of which remains due and owing. The Husband also removed the Wife from his plan. The Husband should be required to cover the minor child on any family or employee with dependents health insurance plan he maintains, if his future health insurance benefits provide the most reasonable insurance for the minor child with benefits commensurate to his current plan. As he maintains his children from a prior marriage on his health insurance plan, there should be no additional cost incurred by the inclusion of the minor child. If the Husband is unable or unwilling to continue to maintain the minor child on his policy, and the Wife is required to obtain health insurance for the minor child, the cost should be shared equally by the parties. The Husband should be solely responsible for any expenses incurred for mental health professionals to evaluate or treat the minor child, given that it is his conduct and actions that necessitate such therapeutic intervention. The Husband should also be required to equally contribute to the minor child's medical and dental expenses, and unreimbursed medical expenses such as co-pays, prescriptions, urgent care, emergency room expenses, orthodontia, dermatology, optometry expenses, and any other health expenses the minor child incurs.

8.4 Expenses Incident to Child Support: The Wife employs childcare providers for the minor child. The Husband should be required to share this expense equally with the Wife. The Husband should be required to pay one-half of the minor child's education, extracurricular, enrichment, or special activities in which the minor child is enrolled, including tutoring, camp, and any other incidents of child support.

8.5 Deviation: Florida Statute § 61.30(11)(a) supports an upward deviation from support guidelines when the particular circumstances of the family warrant an upward deviation. Such is the case herein. The parties agreed that their minor child should attend private school rather than public school, and she always attended private school. The Wife should not be required to bear the sole burden of the minor child's educational expenses. The Court should require the Husband to contribute to the cost of the minor child's private school education.

8.6 Dependency Exemption: The Wife should be entitled to the tax dependency exemption, as the minor child solely resides with her and the Husband does not contribute to her support. Once the Husband is court-ordered to pay support, in the event his support does not amount to at least 50% of the total basic support and additional expenses attendant to child support required to support the child, he should not be permitted to claim the child in any years and the Wife should not be compelled to waive her legal right to claim the child as a dependent.

8.7 Life Insurance: As an additional element of support, the Husband should be obligated to obtain and maintain unencumbered life insurance in an amount sufficient to secure his obligations hereunder in the event of his death. The policy should name the minor child as the beneficiary and the Wife as trustee. The Wife should be authorized to independently verify the status of the policy and the Husband's compliance with this provision with the insurance company.

9.0 Postnuptial Agreement: The parties entered into a Postnuptial Agreement on or about June 23, 2011 in anticipation of dismissing their dissolution of marriage proceedings. The Postnuptial Agreement supersedes their Prenuptial Agreement, which had been executed April 25, 2006. The Agreement is attached hereto as *Exhibit "A"*. Paragraph 28.9 states that in the event a dissolution of marriage action is filed, both parties shall request the court to approve this Agreement in its entirety and without modification and to enter a final judgment or decree incorporating this Agreement by reference.

10.0 Equitable Distribution:

10.1 Equitable Distribution - Marital and Non-Marital Assets and Liabilities:

All non-marital assets and liabilities should be identified and set aside to each party in accordance with the terms of the Postnuptial Agreement. All marital assets and liabilities acquired by the parties during the course of the marriage should be equitably distributed between them in accordance with §61.075, Fla.Stat., as dictated by the terms of the Postnuptial Agreement.

10.2 Equitable Distribution - Husband's Marital Misconduct: F.S. § 61.075

allows this Honorable Court to consider "[a]ny other factors necessary to do equity and justice between the parties" in fashioning an equitable distribution of assets and liabilities. Florida decisional law allows consideration of marital misconduct in fashioning an unequal distribution of assets if the conduct in question depleted assets. The Husband may have engaged in marital misconduct which may have included the intentional dissipation, waste, and depletion of marital

assets. The Husband may have also engaged in the diversion, theft, and waste of the Wife's non-marital assets. Any conduct in which the Husband has engaged that depleted marital resources or the Wife's non-marital estate provides a basis for this Honorable Court to fashion a division of the marital estate in order to ensure that the Wife receives her fair share of the assets improperly appropriated or depleted by the Husband and appropriately compensated for her non-marital assets and to ensure the terms of the Postnuptial Agreement are met.

10.3 Equitable Distribution – Benefit Life:

10.3.1 The Wife should be awarded Benefit Life, the business entity owned and operated by the parties and a party to these proceedings. It appears that the Postnuptial Agreement may not dictate which party would receive the company they jointly owned and operated, Benefit Life. In that event, equity demands that the Wife should be awarded Benefit Life. The company has no value or a negative value, due in part to its significant account payable to the Wife's non-marital asset, Home Financing Center. Any monies to be potentially awarded to the Husband should be offset by his equitable share of the negative value of Benefit Life due to its liabilities.

10.3.2 The Wife is an accomplished and well-respected, award-winning businesswoman. In her more than twenty-five years with Home Financing Center, her non-marital business entity, she turned it into the largest independently owned and operated mortgage lender in South Florida and serves as its president, CEO and 100% owner. She was named Businesswoman of the Year by the Coral Gables Chamber of Commerce; one of the top

influential women in business by the South Florida Business Journal; a finalist for the South Florida Business Journal Entrepreneur Award; a finalist for the George E. Merrick Award of Excellence; and was awarded the Real Estate Achievers Leader (REAL) Award from the Greater Miami Chamber of Commerce.

10.3.3 The Wife and Home Financing Center created and provided the startup and ongoing capital to create Benefit Life. Approximately 95% of the business generated at Benefit Life is derived from referrals from Home Financing Center, and the credit unions and community banks that work with Home Financing Center are due to the Wife's established relationships with them. The Wife is the majority shareholder. Benefit Life is located in the same office as the Wife's non-marital business entity, Home Financing Center. The Wife is the personal guarantor on the company's lease. The Husband has no such personal ties to the company, its customers, its referral sources, or its vendors, such that nothing qualifies him as the suitable party to oust the Wife from Benefit Life and install the Husband as its sole owner.

10.3.4 Benefit Life owes Home Financing Center a loan of approximately \$700,000.00 that accrued due to monies received by Home Financing Center to start and maintain Benefit Life's operations. Under the Wife's stewardship of the company, she will ensure the company is efficiently run and meets its debt obligations, including the substantial debt to Home Financing Center. It is unlikely that in any post-dissolution setting the Husband will service the debt owed to Home Financing Center, the Wife's non-marital asset, if he were

permitted to operate Benefit Life, making him an unsatisfactory candidate to be awarded the company.

10.3.5 The Husband is an inappropriate party to continue to maintain any ownership interest in Benefit Life. The Husband poorly managed the business and its finances and should not have any input into the operations of Benefit Life or be reinstated as an employee. The Husband diverted company funds for his personal use. He contacted vendors and insurers to disparage the Wife and attempt to take their business. He diverted Benefit Life clients to AEC Financial, a separate corporation owned wholly by him who is also a party to these proceedings. He removed his employee computer, external hard, drives, and hard copies of corporate records. He frightened employees of Benefit Life and members of other offices in the building. He engaged in physical violence with the majority shareholder (the Wife) and a senior employee of the Wife's business. He incurred massive debt to Home Financing Center which needs to be repaid. The Wife and Benefit Life employees suspect he may have convinced an employee to serve as a mole to provide him information in an attempt to sabotage the company. He undertook actions that exposed the company to potential civil lawsuits by its employees. The Wife should be awarded Benefit Life.

11.0 Former Name: The Wife wishes to continue to use her former name, Claudine Claus.

12.0 Attorney Fees and Costs: The Wife has retained Richard J. Preira, Esquire of Sanchez-Medina, Gonzalez, Quesada, Lage, Crespo, Gomez, Machado & Preira, Llp (SMGQ

Law). The Wife has agreed to pay said firm reasonable professional fees and costs for legal services rendered in connection with this matter. The Postnuptial Agreement provides for a waiver and relinquishment of all rights which either may have against the other's income, property, assets, or estate of the other, including support of any kind or any nature that is not provided for in the Postnuptial Agreement. The Postnuptial Agreement also makes provisions regarding professional fees in the event a party challenges the Postnuptial Agreement or a party is required to enforce the Postnuptial Agreement. The Husband should be responsible for any professional fees or costs incurred by the Wife as a result of litigious acts on his part as provided for in the Postnuptial Agreement or pursuant to the fee-shifting provisions of §57.105, Fla.Stat. The Husband should be solely responsible for any professional fees he incurs with respect to the pending proceedings unrelated to the dissolution of marriage action that are not recoverable by one party against another pursuant to existing statutory and decisional law, including his representation in the criminal, dependency, and domestic violence actions and all issues before the Unified Family Court concerning the issues in those cases. Additionally, the Husband should be solely responsible for any professional fees he incurs with respect to his litigation against Benefit Life, individually, and against the Wife, in her capacity as the majority shareholder of Benefit Life.

WHEREFORE, based upon the foregoing, the Wife respectfully prays as follows:

A. A Final Judgment be entered by this Court dissolving the marriage of the parties, in *vinculo matrimonii*.

B. The Court ratify and adopt the Postnuptial Agreement executed on or about June 23, 2011 and enforce the terms and conditions thereto.

C. The Court enact a parenting plan that provides for the Wife to enjoy sole parental responsibility and no contact between the Husband and minor child and enter orders as may be appropriate with respect to parenting issues until such time, should such time ever exist, that the circumstances permit a relationship that will serve the child's best interests.

D. The Court require the Husband to contribute to the minor child's support in accordance with Florida's child support guidelines and the statutory factors providing for a deviation and share in all other expenses that are incident to child support, require the Husband to obtain and maintain a life insurance policy for the benefit of the minor child, and award the Wife the tax dependency exemption.

E. The Court identify the parties' marital and non-marital assets; determine their fair market values; determine each parties' respective right, title and interest in those assets based upon the doctrine of equitable distribution and the Postnuptial Agreement; and distribute said assets between the parties in accordance with the Postnuptial Agreement and statutory and decisional law, including distributing Benefit Life to the Wife.

F. The Court award the Wife reasonable attorney fees and costs, both *pendente lite* and upon final hearing in the event the Husband acts in contravention of the Postnuptial Agreement and triggers the fee-shifting provisions of the Agreement.

G. The Court award the Wife such other and further relief as it may deem just, proper and appropriate.

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this Verified Petition for Dissolution of Marriage, et al and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

DATED: _____

Jurat to be provided
CLAUDINE CLAUS

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Sworn to or affirmed and signed before me on _____ by CLAUDINE
CLAUS.

NOTARY PUBLIC or DEPUTY CLERK

[Print, type, or stamp commissioned name
of notary or deputy clerk.]

___ Personally known
___ Produced identification
___ Type of identification produced

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via electronic mail this 9th day of February, 2015, to: Elizabeth S. Baker, Esquire, Emails: ebaker@hinshawlaw.com; dphangsang@hinshawlaw.com and carrese@hinshawlaw.com; Pablo S. Quesada, Esquire, and Peter Gonzalez, Esquire, SMGQ Law, Attorneys for Benefit Life Corporation, Emails: PQuesada@smgqlaw.com, PGonzalez@smgqlaw.com, and DMartinez@smgqlaw.com; Steven Grossbard, Esquire, E-mail: Stevegid@bellsouth.net; Calianne Lantz, DCF, E-mail: Calianne.lantz@dcf.state.fl.us; Susan Somers, GALP, Email: susan.somers@gal.fl.gov; Charlene Pinkney, GALP, Email: Charlene.pinkney@gal.fl.gov; Russell Spatz, Esquire, Email: spatzlaw@comcast.net; and and Special Master, Jorge J. Perez, Squire Patton Boggs, 200 South Biscayne Boulevard, Suite 4700, Miami, Florida 33131, E-mail: jorge.perez@squirepb.com and nancy.cedeno@squirepb.com.

Respectfully Submitted,

SMGQ LAW
Managing Partner - Family Law Practice Group
Attorneys for the Respondent/Wife
201 Alhambra Circle, Suite 1205
Coral Gables, FL 33134
Telephone: (305) 377-1000
Reception@smgqlaw.com;
RPreira@smgqlaw.com
KWillig@smgqlaw.com

By: 
Richard J. Preira

POSTNUPTIAL AGREEMENT
BETWEEN
CLAUDINE CLAUS COLLI
AND
ALDO COLLI

THIS POSTNUPTIAL AGREEMENT (the "Agreement"), is made in duplicate as of the 23rd day of June 2011, by and between ALDO COLLI, ("HUSBAND"), and CLAUDINE CLAUS COLLI ("WIFE")

RECITATIONS

WHEREAS, HUSBAND and WIFE entered into a Pre-Nuptial Agreement, dated April 25, 2006, that is to be superseded and replaced by this Agreement, as more fully set forth in Article XXXIII of this Agreement;

WHEREAS, HUSBAND and WIFE were married on November 3, 2006 in Miami-Dade County, Florida; and

WHEREAS, there is one (1) child born of the marriage, to wit: Natalia Colli, whose date of birth is July 18, 2007 (currently three (3) years of age); and

WHEREAS, on September 10, 2008 HUSBAND filed an action for dissolution of marriage in the Circuit Court of the Eleventh Judicial Circuit, in and for Miami-Dade County, Florida (the "Action"); and

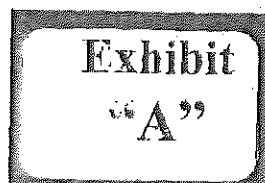
WHEREAS, in connection with the Action, and on October 9, 2009, the parties entered into a Marital Settlement Agreement; and

WHEREAS, on August 12, 2010, the Court entered an order dismissing the Action for Lack of Prosecution; and

WHEREAS, on September 29, 2010, the Court entered an order granting WIFE's Motion to Set Aside and Vacate the Order of Dismissal; and

WHEREAS, the parties have now reconciled and anticipate the proper dismissal of the Action, and neither party presently contemplates any further action to dissolve the marriage, and each expresses the wish that the marriage continue until the death of one of them, but each also recognizes the possibilities and realities of life; and

WHEREAS, the parties desire to enter into this Agreement in furtherance of their ongoing marriage, and they believe it is in their mutual best interest to agree upon their best present intentions to settle all questions of property and financial responsibility which might arise as a result of a separation, dissolution of their marriage, divorce, or annulment hereafter, or as a result of the death of either of the parties; and



WHEREAS, the parties have determined that their marriage will have a better chance of success if the rights and claims that accrue to each of them in the estate, property and income of the other by reason of their marriage are fixed and determined by this Agreement; and

WHEREAS, in the event the parties' marriage does not succeed, each party wishes to avoid any emotional stress and unpleasantness associated with any dissolution of marriage proceeding, and specifically by this Agreement intend to resolve all issues which could be raised in such a proceeding and thereby void such a proceeding in its entirety; and

WHEREAS, both parties, while being fully aware that the actual facts and circumstances that will occur in the future cannot be determined presently and may, in fact, be substantially different than what they anticipate they will be, wish to fix and determine their rights and claims against each other and their estates without the possibility of modification of those rights and claims in the future, except as otherwise expressly provided herein; and

WHEREAS, the parties desire to fix and determine by this Agreement any and all rights or claims either may have against the other's estate in the event the other should die during the course of the marriage; and

WHEREAS, the parties also desire to fix and determine by this Agreement any and all rights or claims either may have in or to the other's past, current or future income or property, real or personal, tangible or intangible, any appreciation in value of the same, or any income generated from the same, should the parties separate because of marital discord, or should the marriage be dissolved, annulled, declared invalid or otherwise terminated; and

WHEREAS, each of the parties has been represented by separate and independent counsel or has had the opportunity to be represented by independent counsel, in connection with the negotiation and preparation of this Agreement and the review and investigation of each other's assets, properties, liabilities and obligations. Each party acknowledges to the other that he or she has a complete understanding of this Agreement and the rights and obligations that each would have to the other if this Agreement were not to be entered into by the parties. Both parties acknowledge that neither was obligated to sign this Agreement but each party felt that the Agreement was fair and accurately represented their intentions and desires in the event of a dissolution of the marriage in the future; and

WHEREAS, each party is able to support himself or herself at a standard of living that is acceptable to him or her without any contribution from the other; and

WHEREAS, each party currently has an estate, assets and income owned in her or his own name and right, which estate, assets and income she or he anticipates will most likely appreciate and/or increase substantially hereafter; and

WHEREAS, the present wealth and income of WIFE is in large part due to her efforts, the application of her business acumen and experience she acquired prior to the parties' marriage, and it is anticipated that the change in value of or income generated by assets already owned by her or in which she has an interest, or the subsequent investment and/or use of those assets and the income generated by them, will be due to same; and

WHEREAS, the present wealth and income of HUSBAND is in large part due to his efforts, the application of his business acumen and experience he acquired prior to the parties' marriage, and it is anticipated that the change in value of or income generated by assets already owned by him or in which he has an interest, or the subsequent investment and/or use of those assets and the income generated by them, will be due to same; and

WHEREAS, each party has fully disclosed to the other the nature and approximate value of their financial wherewithal, which disclosures are attached hereto, and each party has made such disclosure with the full and complete expectation and reliance that such disclosure will remain confidential between them and their respective counsels; and

WHEREAS, WIFE represents to HUSBAND that her attached financial statement, in her opinion, truly, accurately and fairly represents her present financial wherewithal; and

WHEREAS, HUSBAND represents to WIFE that his attached financial statement, in his opinion, truly accurately and fairly represents his present financial wherewithal; and

WHEREAS, each party would enter into this Agreement regardless of the value of the other's property, the size of the other's estate or the amount of the other's income, and neither has been induced to sign this Agreement because of, nor have they relied upon, any discussion or representation as to the other party's financial wherewithal; and

WHEREAS, each party has initiated the other's financial disclosure, thereby evidencing that the same was presented to them; that they carefully examined the same; that they had answered to their satisfaction any and all questions which they or their lawyer had concerning the same; that they had the opportunity, if they so desired, to have any asset appraised, to review any records concerning any asset of the other, or to otherwise independently value any asset of the other or verify the amount of the other's income, which opportunity they have undertaken on their own behalf or, in the alternative, they have decided to forego; each party has been provided the opportunity to request and obtain all supporting financial documents regarding any item set forth in the other party's financial disclosure; each party was prepared to provide to the other any financial documentation which would provide to the other party even more background financial information, if so required; to the extent that additional financial disclosure was not provided between the parties, it is simply because it was not requested by that party or their respective counsel; each party acknowledges that they were willing and able to provide to the other any additional documentation necessary to support, explain, and substantiate the documentation already provided; **EACH PARTY HAS, THROUGH THEIR OWN INDEPENDENT KNOWLEDGE, AN UNDERSTANDING OF THE OTHER PARTY'S ASSETS, AND THAT THEY HEREBY WAIVE ANY RIGHT TO CLAIM IN THE FUTURE THAT THE OTHER PARTY FAILED TO MAKE A FULL, COMPLETE OR ACCURATE FINANCIAL DISCLOSURE TO HIM OR HER SO AS TO RENDER THIS AGREEMENT OR ANY PART OF IT VOID, VOIDABLE, INVALID OR OTHERWISE UNENFORCEABLE;** and

WHEREAS, each party has been informed by his or her attorney that if either party were to seek enforcement, interpretation, modification, and/or to set aside (whether in its entirety or partially) this Agreement, a court having jurisdiction over this Agreement may otherwise seek to apply the law of the State and/or country in which that particular court is sitting, or otherwise

apply the law of the State and/or country based on the facts and circumstances of the marriage between the parties and those surrounding the execution of this Agreement. Each party has been informed by his or her attorney that if either party seeks enforcement, interpretation, modification, and/or to set aside (whether in its entirety or partially) this Agreement, a court having jurisdiction over this Agreement will apply the law of the State of Florida in making any determinations arising out of this Agreement. In applying the law of the State of Florida, the parties acknowledge that they may otherwise forfeit the benefits which may be available to each of them if this Agreement were analyzed under the laws of another State or country having jurisdiction over the parties and/or this Agreement; and

WHEREAS, THE PARTIES FURTHER ACKNOWLEDGE THAT THEY ARE ENTERING INTO THIS AGREEMENT FREELY AND VOLUNTARILY; THAT THEY HAVE NOT BEEN, NOR ARE THEY NOW, UNDER ANY DURESS EXERTED BY THE OTHER PARTY OR OTHERWISE; THAT THEY HAVE NOT BEEN PROMISED ANYTHING BY THE OTHER PARTY OTHER THAN THOSE PROMISES CONTAINED IN THIS AGREEMENT; THAT THEY HAVE NOT RELIED UPON ANY REPRESENTATION BY THE OTHER AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT OTHER THAN THOSE REPRESENTATIONS CONTAINED HEREIN; THAT THEY DO NOT BELIEVE THE OTHER HAS OVERREACHED IN ARRIVING AT THE TERMS OF THIS AGREEMENT; THAT THEY HAVE NOT BEEN COERCED IN ANY MANNER BY THE OTHER INTO ENTERING INTO THIS AGREEMENT; THAT THEY BELIEVE THIS AGREEMENT IS FAIR AND REASONABLE GIVEN THE PARTIES' CIRCUMSTANCES; THAT THEY WISH TO BE BOUND BY THE TERMS OF THIS AGREEMENT, NOTWITHSTANDING ANY DETERMINATION BY A COURT OF COMPETENT JURISDICTION REGARDING THE FAIRNESS OF THIS AGREEMENT; THAT THEY HAVE GIVEN DUE CONSIDERATION TO ALL PROVISIONS HEREOF AND CLEARLY UNDERSTAND AND ACCEPT ALL OF THE PROVISIONS HEREOF; THAT THEY ARE AWARE OF THEIR RIGHTS UNDER FLORIDA LAW IN THE EVENT OF THE OTHER'S DEATH, THEIR SEPARATION DUE TO MARITAL DISCORD OR THE DISSOLUTION OF THEIR MARRIAGE, AS WELL AS THEIR RIGHTS TO MODIFY THIS AGREEMENT, AND HAVE FREELY ELECTED TO WAIVE ALL SUCH RIGHTS IN LIEU OF THE PROVISIONS HEREIN

NOW, THEREFORE, in consideration of the foregoing and in consideration of the marriage of the parties and of the provisions, agreements, covenants, promises and relinquishment of rights hereinafter contained and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I. RECITATIONS

All of the recitations and "WHEREAS" clauses set forth above are true and correct and are incorporated as terms of this Agreement.

ARTICLE II.
SEPARATE ASSETS

- 2.1 The parties recognize that:
- (a) each brought certain property, assets and income into the marriage;
 - (b) since the inception of the marriage and through the date of this Agreement, each has been given, inherited, or otherwise received from family or sources outside the marriage additional property, assets and income;
 - (c) each party may hereafter be given, inherit, or otherwise receive from family or sources outside the marriage additional property, assets or income;
 - (d) since the inception of the marriage and through the date of this Agreement both have acquired by purchase or some other means other properties, assets or income titled in their own name;
 - (e) each may hereafter acquire during the marriage by purchase or some other means other properties, assets or income which will be titled in their own name;
 - (f) since the inception of the marriage and through the date of this Agreement both have earned or received other property or assets as a result of their labor and efforts;
 - (g) each may hereafter earn or receive other property or assets during the marriage as a result of their labor and efforts;
 - (h) all of the aforementioned properties, assets and income referred to in this Article may appreciate in value (either due to market conditions or the efforts or funds of either party), generate income, or be sold and the proceeds thereof invested in other properties or assets.
- 2.2 In the event the marriage is hereafter dissolved for any reason whatsoever, all the aforementioned properties, assets and income, any income generated from them, any appreciation attributable to them (either passive or due to the efforts or funds of either party), as well as any property or assets subsequently acquired in exchange for the aforementioned properties or purchased with income generated from the aforementioned properties or from the sale proceeds of the aforementioned properties, and as well as any assets or income generated from or appreciation (either passive or due to the efforts or funds of either party) attributable to such subsequently acquired properties and assets, shall remain the sole property of the party who brought them to the marriage, received them during the marriage, or in whose name they are titled, free of any claim by the other, all of which claims the other hereby waives.
- 2.3 Neither party shall be entitled to, nor claim, and each party hereby waives any entitlement, right, or claim (including, but not limited to, any entitlement, right or claim either may have to lump sum alimony, special equity, community property or an

equitable distribution of assets) to any property titled in the other party's name (but not property titled jointly in the parties' names), whether brought to the marriage by the other party, inherited by the other party, owned by the other party, earned or received during the marriage by the other party, together with the income generated therefrom and the appreciation in value attributable thereto (either passive or due to the efforts or funds of either party), or the income earned by the other party from any other source.

2.4 Each party shall solely own, independent of the other party, and shall have the absolute right to manage, dispose of, or otherwise deal with, any income, property or asset, real or personal, tangible or intangible, which they now receive or own or hereafter receive, earn, or acquire in their own name (wherever located), including any and all appreciation in value (whether passive or due to the efforts or funds of either party), any money, rent, profits and/or any other income or proceeds generated therefrom, free of any claim, demand or right of the other party.

2.5 **Husband's Property:** Without limiting Sections 2.1-2.4 above, all of the property (whether tangible, intangible, real, personal, or otherwise) owned as of the date of the marriage, appreciating in value or acquired by HUSBAND at any time during the marriage whether by bequest, devise, gift, labor, or earnings shall remain HUSBAND's sole and separate property throughout and after the marriage. This property shall be hereinafter referred to in this Agreement as HUSBAND's "separate property". WIFE shall not claim or acquire any interest in any of HUSBAND's separate property or any increase in value of said property during the marriage, whether this increase is active or passive, whether due to marital efforts or otherwise. Except as otherwise provided in this Agreement, WIFE hereby waives any claim, demand or right of any kind or nature whatsoever which WIFE may have or acquire by virtue of the parties' marriage or otherwise, in HUSBAND's separate property, including, but not limited to the following:

- (a) Any property or asset, real or personal, tangible or intangible, of any nature or kind, wheresoever located, now titled in the name of or owned by HUSBAND individually or jointly with persons other than WIFE;
- (b) All interest, dividends, rents, profits or income paid, derived or accruing at any time, prior to, during and after the marriage received by HUSBAND regardless of whether the interest, dividends, rents, profits or income paid, derived or accruing is or was attributable to market conditions or to the services, skills or efforts of either party or the parties' joint efforts, or otherwise, and whether or not the same is or was "active" or "passive" income;
- (c) Any property or asset, real or personal, tangible or intangible, of any nature or kind, wheresoever located, HUSBAND has previously or hereafter receives in the future by way of gift, inheritance, or as a beneficiary of any trust;
- (d) Any income which HUSBAND has earned, or may hereinafter earn, whether as a result of labor, employment, marital efforts, or otherwise, including but not limited to salary, bonus, stock rights, deferred compensation or any other emolument of any nature or description and/or other property previously or

hereafter received by HUSBAND as a result of performance by HUSBAND of personal services;

- (e) Any property or asset, real or personal, tangible or intangible, of any nature or kind, wheresoever located, HUSBAND has acquired, or acquires in the future, by any means whatsoever, in HUSBAND's own name or in HUSBAND's name jointly with someone other than WIFE;
- (f) Any interest of value in HUSBAND's now existing or hereafter acquired businesses including, but not limited to, any businesses listed in HUSBAND's Financial Statement attached hereto;
- (g) Any recovery received by HUSBAND for any claim, cause of action, or otherwise as a result of injury to HUSBAND or damage to HUSBAND's separate property;
- (h) Any property or asset acquired in exchange for or with the proceeds from the sale of any of the assets or with the income listed in this paragraph 2.5; and
- (i) Any rents, dividends, profits, income, or appreciation in value (whether passive or due to the efforts or funds of either party) generated from any of the assets or income listed in this paragraph 2.5.

2.6 WIFE agrees to execute any document which may be hereafter requested by HUSBAND with regard to any of HUSBAND's income, property or assets, including any waiver or consent to waiver of all rights in HUSBAND's pension, profit sharing or any other retirement plan. HUSBAND shall indemnify and hold WIFE harmless from all liability arising out of WIFE's execution of the requested document.

2.7 **Wife's Property:** Without limiting Sections 2.1 - 2.4 above, all of the property (whether tangible, intangible, real, personal, or otherwise) owned as of the date of the marriage, appreciating in value or acquired by WIFE at any time during the marriage whether by bequest, devise, gift, labor, or earnings shall remain WIFE's sole and separate property throughout and after the marriage. This property shall be hereinafter referred to in this Agreement as WIFE's "separate property". HUSBAND shall not claim or acquire any interest in any of WIFE's separate property or any increase in value of said property during the marriage, whether this increase is active or passive, whether due to marital efforts or otherwise. Except as otherwise provided in this Agreement, HUSBAND hereby waives any claim, demand or right of any kind or nature whatsoever which HUSBAND may have or acquire by virtue of the parties' marriage or otherwise, in WIFE's separate property, including, but not limited to the following:

- (a) Any property or asset, real or personal, tangible or intangible, of any nature or kind, wheresoever located, now titled in the name of or owned by WIFE individually or jointly with persons other than HUSBAND;
- (b) All interest, dividends, rents, profits or income paid, derived or accruing at any time, prior to, during and after the marriage received by WIFE regardless of

whether the interest, dividends, rents, profits or income paid, derived or accruing is or was attributable to market conditions or to the services, skills or efforts of either party or the parties' joint efforts, or otherwise, and whether or not the same is or was "active" or "passive" income;

- (c) Any property or asset, real or personal, tangible or intangible, of any nature or kind, wheresoever located, WIFE has previously or hereafter receives in the future by way of gift, inheritance, or as a beneficiary of any trust;
 - (d) Any income which WIFE has earned, or may hereinafter earn, whether as a result of labor, employment, marital efforts, or otherwise, including but not limited to salary, bonus, stock rights, deferred compensation or any other emolument of any nature or description and/or other property previously or hereafter received by WIFE as a result of performance by WIFE of personal services;
 - (e) Any property or asset, real or personal, tangible or intangible, of any nature or kind, wheresoever located, WIFE has acquired, or acquires in the future, by any means whatsoever, in WIFE's own name or in WIFE's name jointly with someone other than HUSBAND;
 - (f) Any interest of value in WIFE's now existing or hereafter acquired businesses including, but not limited to, any businesses listed in WIFE's Financial Statement attached herein;
 - (g) Any recovery received by WIFE for any claim, cause of action, or otherwise as a result of injury to WIFE or damage to WIFE's separate property;
 - (h) Any property or asset acquired in exchange for or with the proceeds from the sale of any of the assets or with the income listed in this paragraph 2.7; and
 - (i) Any rents, dividends, profits, income, or appreciation in value (whether passive or due to the efforts or funds of either party) generated from any of the assets or income listed in this paragraph 2.7.
- 2.8 HUSBAND agrees to execute any document which may be hereafter requested by WIFE with regard to any of WIFE's income, property or assets, including any waiver or consent to waiver of all rights in WIFE's pension, profit sharing or any other retirement plan. WIFE shall indemnify and hold HUSBAND harmless from all liability arising out of HUSBAND's execution of the requested document.
- 2.9 The parties agree that any increase in the value or equity of the separate property of either party as set forth above in this Article, whether said increase is the result of passive market factors or active participation of either party, through the act of participation and/or marital labor, or the contribution of post marriage funds or marital funds, shall not cause said separate property and income derived therefrom, or any enhancement therein, to lose its character as separate property, and will not subject said property, income and appreciation in value, to equitable distribution, special equity claims, or any other equitable or legal claim by the other party, and shall remain free from any claims in law

or equity of the other party. The parties further agree that if the manner in which separate property is held subsequently changes, for example, if a parcel of real property is sold and converted to cash, that event shall not cause the property to lose its character as separate property. Either party shall have the right to convey, encumber, sell, dispose, give, devise, bequest, or gift, or any other way, form, or for any reason transfer any and all their respective separate property free from the claims of the other party, including, but not limited to, rights of dower, curtesy, elective share, homestead (unless otherwise specifically provided for in this Agreement) and any other legal or equitable claims whatsoever.

- 2.10 The parties agree that each party shall solely own, independent of the other party, and shall have the absolute right to manage, dispose of, or otherwise deal with their respective separate property free of any claim, demand or right of the other party.
- 2.11 Both parties specifically reject the concept of unintentional creation of marital property or unintentional transmutation of nonmarital or separate property into marital property. Accordingly, all property acquired by either spouse subsequent to the marriage shall be separate property unless the parties declare in writing that designated property is not to constitute separate property but is, instead, to be owned and held by the parties as marital property. There shall exist a presumption that all property acquired by either spouse after the marriage is separate property.
- 2.12 In the event either party requests that the other party execute any promissory note, mortgage, security interest or other evidence of debt, for the separate property of the requesting party, the requesting party shall indemnify and hold the non-requesting party harmless from and against all liability arising from or in connection with such promissory note, mortgage, security interest or other evidence of debt. In no event shall the execution of such promissory note, mortgage, security interest or other evidence of debt be deemed to grant to the non-requesting party any right, title or interest in and to the requesting party's separate property. In the event either party shall fail to join in or execute any document requested by the other party pursuant to this Article in connection with the separate property of the other party, including but not limited to any waiver or consent to waiver of rights, such failure shall be deemed a default under this Agreement, and shall entitle the party requesting such document to exercise all remedies set forth in this Agreement or otherwise available to such party at law or in equity, including but not limited to the recovery of attorney's fees and court costs.

ARTICLE III. WAIVER OF CONTRIBUTIONS

The parties recognize the difficulty of valuing one spouse's contribution of time, services, energies or labor. Accordingly, it is agreed by the parties that unless they shall agree to the contrary by written instrument signed and acknowledged by them with the same formalities as this Agreement, that:

- (a) If a party contributes time, services or labor to the other spouse's separate property, such party hereby waives any interest, lien or other right with respect to such property which might otherwise arise by virtue of the contribution; and

- (b) If a party contributes time, services or labor to his or her own separate property, the other waives any interest, lien or other right with respect to such property which might otherwise arise by virtue of the contribution.

ARTICLE IV. DISCLAIMER

Each party waives and disclaims each and every right, claim, and estate, actual, inchoate or contingent, of every kind and character they might, would or could have, hold or acquire in, to or upon all or any of the other's present or future acquired property or income by reason of their marriage and by reason of being, or by reason of having been, the other's spouse.

ARTICLE V. INHERITANCE RIGHTS / DEATH BENEFITS

- 5.1 Unless otherwise specifically provided for in this Agreement, each party shall have the right to dispose of, by last will and testament, by trust, by other testamentary instrument or by creation of a survivorship interest, any and all property of every nature and description of which he or she may die possessed, as if they were unmarried, and each party waives all rights he or she may have now, or in the future, in and to the property or estate of the other as a surviving spouse, whether under the current or future law of Florida, or any other state or country, including without limitation the following:
- (a) To share in the estate or property of the other party upon the latter's death, including, but not limited to, dower, elective share, courtesy, widow's allowance, family allowance, exempt property, homestead, intestate succession, rights under "forced heir" or similar statutes, or share of the augmented estate, however described and wherever located;
 - (b) To elect to take against any last will and testament, codicil or trust of the other party under the provisions of any common law or statutory right (even if such statutes are amended to include a definition of an augmented estate which includes property held in a revocable trust and which otherwise is not subject to a probate process);
 - (c) To act as personal representative, executor, administrator, curator, conservator, health care surrogate or guardian of the other's property, estate or person, unless otherwise designated as such by the other party in his or her last will and testament, or formal designation complying with applicable state law; and
 - (d) To be entitled to any interest as a survivor of the parties in any real property owned by the other party that may be characterized as homestead property at the death of the party holding title to such property, and to claim against the estate of the other party upon the latter's death by reason of any mortgage indebtedness then existing as to any jointly held property.

**ARTICLE VI.
FREEDOM OF TRANSFER**

- 6.1 It is specifically agreed that nothing contained herein shall prevent either party from making gifts to the other during the marriage, which gifts shall remain the sole property of the recipient.
- 6.2 It is specifically agreed that nothing contained herein shall prevent either party from devising all or any portion of his or her property of which he or she may die possessed to the other, it being the agreement and intention of the parties that each may by Last Will and Testament, by trust, other testamentary instrument, or by creation of survivorship interest, if he or she so chooses, devise to the other whatever benefits or property he or she desires. It is further agreed that nothing contained herein shall prevent either party from serving as personal representative of the other's estate should the other specifically designate him or her as personal representative.
- 6.3 Notwithstanding anything to the contrary contained in this agreement, in the event that any provisions of either parties' last will and testament with respect to making gifts to the other shall conflict with the terms of this agreement, the terms of such party's last will and testament shall prevail.

**ARTICLE VII.
JOINT GIFTS**

Each of the parties agrees to evidence his or her consent for the other party to make gifts of the other party's separate property or assets to third parties so as to obtain the benefits of any split gift provisions under the Federal gift tax laws and to sign any tax return required to evidence the same; it being understood and agreed that the consenting party shall have no responsibility or liability for any Federal gift tax arising out of such transfer, and that such gifts shall not require the utilization of any part of either party's unified credit or exemption equivalent allowable under Section 2505 of the United States Internal Revenue Code of 1986, as amended (the "Code"). Gifts in this latter category shall be by agreement of the parties, from time to time.

**ARTICLE VIII.
DIVORCE OR ANNULMENT**

Although the parties hereto contemplate no such eventuality, in the event the parties separate from each other due to marital discord, or in the event, for any reason whatsoever, the marriage is annulled, declared invalid, dissolved or otherwise terminated by a decree, order or judgment entered by any court, the parties agree that the terms and provisions of this Agreement shall govern all of their rights to a division of assets and liabilities, and for support or maintenance, temporary or permanent, of any kind or nature whatsoever, and all other rights, issues or claims which may have arisen prior to the execution of this Agreement.

**ARTICLE IX.
WAIVER OF ALIMONY, SEPARATE MAINTENANCE AND/OR SUPPORT**

Each party hereby irrevocably waives any and all rights to alimony, spousal support and separate maintenance of any kind, including, but not limited to, rehabilitative, temporary, permanent, periodic, bridge-the-gap, or lump sum, and agrees that neither party shall have any obligation for same. Both parties agree that this provision is fair and is a specific condition precedent to the entering into this Agreement. The obligations or rights under this Article shall neither be increased, decreased, extended or modified for any reason whatsoever. Other than what is provided for specifically in this Article, each party hereby irrevocably waives any and all rights to any equitable distribution, special equity claims, or any other equitable or legal claim by the other party, and shall remain free from any claims in law or equity of the other party.

**ARTICLE X.
CHILD SUPPORT**

No specific provision is made for the support and maintenance of any child(ren) born of the marriage, or jointly adopted by the parties. In the event the parties are unable to reach an agreement as to support and maintenance of any minor child(ren), in the event of any dissolution of marriage, divorce or annulment, then the court having jurisdiction over the parties and the child(ren) will make a determination as to the child support based upon the needs of the minor child(ren) and the respective financial ability of the parties to support the minor child(ren) taking into consideration that each party has an obligation to support any child(ren) born of their marriage.

**ARTICLE XI.
CHILD CUSTODY**

The parties agree to joint custody of any child born or adopted during their marriage. Each party agrees to equally share all parental responsibility for their children. The parties agree that at all times each will act in the best interests of their children.

**ARTICLE XII.
JOINTLY TITLED PROPERTY**

Notwithstanding anything to the contrary herein, in the event that either or both of the parties, jointly purchase or acquire real, or personal property during the marriage, the title of which is placed in the parties' joint names (either as tenants in common with or without right of survivorship, as tenants by the entirety, joint tenants, or otherwise), then the parties' interest in such jointly titled property shall be determined in accordance with the terms of this Article.

12.1 In the case of property which is titled in the parties' names as tenants in common, with or without rights of survivorship, the parties' interest in that property shall be deemed to be in accordance with the percentage interest specified in the bill of sale or deed of conveyance. Upon the death of the first party, the surviving party shall receive only his or her proportionate title interest in the property as stated in the bill of sale or deed of conveyance, and the decedent's interest shall pass to his or her estate or as provided in any last will and testament, trust or testamentary document. In the event that the parties'

marriage is terminated by a judicial dissolution of the marriage or annulment, each party shall receive his or her proportionate title interest in the property as stated in the bill of sale or deed of conveyance. In the absence of a bill of sale or deed of conveyance, property titled in the parties' names as tenants in common, with or without rights of survivorship, shall be allocated to each party in accordance with their respective contribution towards purchase price, the reduction of any mortgages or liabilities on the property, and the contribution towards any improvements thereon.

12.2 In the case of property which is titled in the parties' names as tenants by the entirety or as joint tenants with right of survivorship, the parties' interest in that property shall be determined as follows:

- (a) In the event that one party dies during the parties' marriage, then the surviving party shall receive sole ownership of the property titled as tenants-by-the-entirety or as joint tenants with right of survivorship.
- (b) In the event that the parties' marriage is terminated by a judicial dissolution of the marriage or annulment, then the parties shall have an equal interest in the property titled as tenants-by-the-entirety or as joint tenants with right of survivorship.

12.3 In the event the parties' marriage is terminated by the death of one party, and the surviving party receives the entire ownership interest in jointly titled property by operation of law, but the surviving party is only entitled to a proportionate share in the property in accordance with the terms of this Article, then the surviving party shall pay to the decedent's estate an amount equal to the decedent's proportionate interest of the fair market value of the property, as calculated in accordance with the terms of this Article. Said payment shall be made to the decedent's estate within ninety days of the decedent's death.

ARTICLE XIII. MARITAL HOME

The parties acknowledge that they reside in the home owned by WIFE prior to the marriage. The parties specifically agree that the home owned prior to the marriage by WIFE shall remain WIFE's separate property, together with any additions or enhancements made to it during the marriage; provided, however, that for each full year of marriage commencing as of the date of this Agreement, HUSBAND shall receive a one percent (1%) interest in any increase in value of the residence, to the extent same exceeds \$3,100,000, the parties' agreed-upon market value of the residence as of the date of the marriage, but with a maximum interest of ten percent if married ten (10) years or longer after the date of this Agreement. For purposes of clarity, if the residence's market value five (5) years following the date of this Agreement is \$3,500,000, Husband shall have an interest of 5% of \$400,000 or \$20,000. This sum shall be payable to HUSBAND only upon WIFE selling the residence; provided, however, that WIFE shall not be required or compelled by this Article to sell the residence at any time during or after the marriage.

The parties further agree that in the event the property currently owned by WIFE together with any additions or enhancements is later sold and a substitute residence obtained, that

in the event that said residence is obtained in the sole name of WIFE's, that said residence shall be the sole property of WIFE. In the event that title to any subsequent residence is placed in joint names, each party shall have a "special equity" to the extent the down payment, mortgage payments, and improvements on said residence, together with the proportional increase in the value of said property, is paid from that party's separate property.

ARTICLE XIV. BANK ACCOUNTS

- 14.1 All bank accounts shall be deemed solely owned by the individual in whose name the account is titled. One party's designation of the other as an authorized signatory shall not be deemed a gift of any interest in the bank account to the other, and the other shall acquire no interest in the bank account by virtue of such designation.
- 14.2 Notwithstanding anything in this Agreement to the contrary, any jointly titled bank accounts shall be deemed owned equally by the parties. Upon the entry of any judgment of dissolution of marriage, or annulment, all joint bank accounts shall be treated as belonging one-half (½) to each party. Funds removed from any joint account in anticipation of separation, dissolution of marriage, or annulment shall be deemed jointly owned and shall be treated as belonging one-half (½) to each party. Upon the death of one party, the surviving party shall receive all funds held in any joint bank accounts.

ARTICLE XV. UNTITLED ASSETS

- 15.1 The parties recognize that certain assets have been and may hereafter be acquired which have no "title". In the event the marriage is dissolved for any reason whatsoever, all such assets which do not have a title shall become the sole property of the person whose funds were used to purchase the same. For purposes of determining the party whose funds were used to purchase an asset, the possession of, and name set forth on any sales slip or receipt evidencing the purchase of said asset shall be dispositive in determining which party's funds were used to acquire such untitled asset. All gifts made by one party to the other party only (i.e., not gifts made jointly to both parties) shall remain the sole property of the recipient.
- 15.2 Should the parties be unable to determine which party provided the funds to acquire an asset, then as to such particular asset, each party shall be deemed to have contributed one-half (½) of the funds towards the acquisition of such asset in the event of divorce or annulment, and in the event of death, the surviving party shall receive such asset.
- 15.3 The parties further recognize that they may receive joint gifts during the marriage from third parties. In the event the marriage is dissolved for any reason whatsoever, all such gifts shall be equally divided between the parties, and in the event of death, the surviving party shall receive such gift.

**ARTICLE XVI.
RETIREMENT AND PENSION PLANS**

Both parties waive any right, entitlement or claim to the other's present and future acquired interest (including any appreciation in value, income generated therefrom and future contributions thereto), vested or non-vested, in any form of retirement, pension and profit sharing plan whatsoever, including, but not limited to, any such plans which are maintained by the parties individually, by their employer, or by others on their behalf (hereinafter at times collectively the "Benefit Plans"). Both parties agree to execute, upon request, any document deemed necessary by the other party to establish the waiver set forth in this Article, including any written consent which may be requested consenting to the requesting party's waiver of either party's entitlement to a qualified joint and survivor annuity or qualified pre-retirement survivor annuity. Each party understands that as a result of the waivers contained in this Agreement, that each party may name a third person or an entity as a beneficiary of their respective Benefit Plans. Each party acknowledges that although it is their specific intent to waive any right, entitlement or claim to the other's Benefit Plans, that the provisions of this Article may not fully effectuate their intent, and accordingly, each party further agrees to the following:

- (a) Should either party designate a third person or entity as the beneficiary of any Benefit Plans, and if that beneficiary designation is pre-empted by law for any part of those benefits, the party who receives the benefits contrary to the beneficiary designation will be obligated to return those benefits in full to the person or entity that would have received them had the beneficiary designation not been preempted;
- (b) Should a party receiving benefits contrary to the other person's beneficiary designation fail to return those benefits to the designated beneficiary(ies) or fail cause them to be paid to the designated beneficiary(ies), then such party receiving the benefits will be personally liable to the designated beneficiary(ies) for the full amount of those benefits. The beneficiary designated to receive the aforementioned benefits will be entitled to have a constructive trust imposed upon those benefits received by the other party, or to recover damages, and in either event, to recover the designated beneficiary's costs and attorney's fees incurred in seeking to enforce the beneficiary's designation.

**ARTICLE XVII.
CONTRACTUAL OBLIGATIONS**

Except for obligations for normal support and maintenance, neither party shall incur without the other's written consent a contractual obligation that may be satisfied from the separate property of the other party. If a creditor obtains payment or satisfaction in connection with a contractual or non-contractual obligation of one party out of the separate property of the other party, the other party shall be entitled to full reimbursement from the incurring party or his or her estate. Notwithstanding the foregoing, either party may voluntarily pay or satisfy an individual obligation of the other, in whole or in part. Such payment or satisfaction shall not be deemed to be an assumption of the obligation by the contributing party, nor shall it be deemed to be a waiver of the terms of this Article as to any other obligation.

**ARTICLE XVIII.
LIABILITIES**

All liabilities incurred by the parties during the marriage shall be the responsibility of the person whose name appears on the documentation evidencing such debt. Therefore, any liabilities which are in HUSBAND's name alone, shall remain HUSBAND's sole obligation upon dissolution of marriage, divorce, annulment, or death, and any liabilities in WIFE's name alone, shall remain WIFE's sole obligation upon dissolution of marriage, divorce, annulment, or death. Should the parties incur liabilities during the marriage which are titled in both names, then each party (or their respective estates) shall be responsible and liable for fifty percent (50%) of such liability. Notwithstanding the above, the terms of this Article shall not apply to any liabilities incurred in the purchase of any jointly held property as provided in this Agreement. Any liabilities attributable to jointly titled property shall be allocated in accordance with each party's interest therein as determined under this Agreement.

**ARTICLE XIX.
JOINT TAX RETURNS AND TAX LIABILITY**

- 19.1 The parties may, from time to time, file joint income tax returns. The tax liability due with respect to any such joint income tax return shall be allocated between the parties and paid proportionately by each of them in accordance with their respective income. If either party is required to pay the income tax obligation of the other, the party liable shall reimburse the other party and hold him or her harmless for the amounts incurred or paid on his or her behalf. The amount incurred or paid by each party shall bear the same ratio to the total tax payable with respect to such joint income tax return as the amount of tax that would be payable by him or her if he or she filed a separate return bears to the total tax that would be payable by the parties if both filed separate returns. The parties may, from time to time, file joint gift, intangible, or other tax returns. The tax liability due with respect to any such joint return shall be allocated between the parties and paid proportionately by each of them in accordance with their interest in the property giving rise to such tax. If either party is required to pay the tax obligation of the other, the party liable shall reimburse the other party and hold him or her harmless for the amounts incurred or paid on his or her behalf. The amount incurred or paid by each party shall bear the same ratio to the total tax payable with respect to such joint return as the amount of tax that would be payable by him or her if he or she filed a separate return bears to the total tax that would be payable by the parties if both filed separate returns.
- 19.2 Each party agrees to endorse all refund checks upon the request of the other party. Further, if any tax deficiency or additional income is asserted for any year in which the parties have filed a joint return, the party upon whose income or assets the deficiency is asserted or to whom the additional income or assets is attributed shall indemnify and hold harmless the other party from any liability. Each party agrees to execute any and all papers (including but not limited to powers of attorney, extensions of the statute of limitations and pleadings) necessary to the conduct of any audits, examinations, suits and other proceedings, but the audits, examinations, suits and other proceedings shall be the sole responsibility, and at the sole expense of, the party upon whose income or assets the deficiency is asserted or to whom the additional income or assets is attributed. In the

event a party pays or has paid any tax (including interest and penalties) on the income or assets of the other party, such paying party shall be entitled to reimbursement plus interest from the other party from any refund that the debtor party or both parties receive.

- 19.3 Any refunds, penalties, interest or costs arising out of any audit or other adjustment shall be allocated between the parties as heretofore provided in this Article.

**ARTICLE XX.
INTENT OF PARTIES**

It is the express intent and agreement of the parties to avoid any dispute, controversy, litigation or claims having to do with their respective rights in the event of a dissolution of the marriage. Both parties agree that it is in their mutual best interests and in the best interests of promoting the tranquility, harmony and peacefulness of the marriage that this Agreement be made and that it control the division of property and rights to support which may arise in the event the marriage is dissolved.

**ARTICLE XXI.
WAIVER OF FUTURE MODIFICATION**

It is contemplated by both parties that the present economic standard of living enjoyed by each may change for the better or worse in the future. Each party waives any and all rights that he or she has or may have, for any reason whatsoever, to seek any modification of any term of this Agreement, under any applicable law of any jurisdiction. No amendment, modification, or waiver of this Agreement or any term hereof may be effectuated except by an instrument in writing, duly signed and executed by the parties hereto, and only on the terms and conditions as may be set forth therein. In the event of any attempts to modify the terms and provisions of this Agreement or to challenge this Agreement, the party seeking modification shall be responsible for the other party's reasonable and necessary legal fees.

**ARTICLE XXII.
DEBT**

Any debt incurred by either party, prior to or during the marriage, shall be paid by the party who incurred the debt, and the property of the other shall not be charged with such debt. Neither party shall assume nor become responsible for the payment of any debts or obligations of the other party because of the marriage. Neither party shall do anything that would cause the pre-existing debt or obligation of one of them to be a claim, demand, lien or encumbrance against the property of the other, without the other party's written consent. If a pre-existing debt or obligation of one party is asserted as a claim or demand against the property of the other, without the other's written consent, the party who is responsible for such debt or obligation shall indemnify the other party from such claim or demand, including all of the other party's costs, expenses and attorneys' fees.

**ARTICLE XXIII.
MUTUAL RELEASES OF ALL CLAIMS ACCRUING PRIOR TO THIS AGREEMENT**

Except as otherwise provided for specifically in this Agreement, each party hereby releases the other from all claims, demands, debts, rights, claims for support, palimony, community property, or causes of action up to the date of this Agreement. The parties hereby forever release each other from any and all claims they may have to any torts or civil actions against each other, criminal and/or professional complaints against each other through the date of this Agreement. It is the intent of the parties that this provision constitute a complete general release of all claims accruing prior to the execution of this Agreement, and each party irrevocably releases and relinquishes all claims, rights and interests which that party may now have in any property of the other (real, personal, tangible, intangible, or mixed), except as specifically provided for otherwise in this Agreement.

**ARTICLE XXIV.
PUBLIC POLICY**

This Agreement is not intended, nor shall it be interpreted, as an agreement to influence or encourage a dissolution of marriage.

**ARTICLE XXV.
VALIDITY AND BINDING NATURE**

This Agreement shall become effective if the marriage between the parties is solemnized (without regard to the amount of time that passes between its execution and the parties' marriage), and shall inure to the benefit of and shall be binding upon their heirs, beneficiaries, personal representatives, administrators, residant and other legal representatives.

**ARTICLE XXVI.
APPLICABLE LAW**

26.1 The validity of this Agreement, regardless of where the parties are domiciled or reside at the applicable time, and the construction of its terms and conditions, shall be governed by and construed in accordance with the laws of the State of Florida, without regard to any other jurisdiction's laws or principles of conflicts of law. If the parties change their residence or domicile so that some court other than a Florida court has jurisdiction over the subject matter of a dissolution of marriage, divorce, annulment proceeding, or proceeding for support separate from a dissolution of marriage, and if one party obtains a written legal opinion that this Agreement must be modified in order for the parties' intent as expressed in this Agreement to be enforced by the court which then has jurisdiction over them, and if the party obtaining such written legal opinion requests the other party to sign a written modification agreement, then the other party shall sign a written agreement which will have the effect of modifying this Agreement, so that the intent of the parties as expressed herein will be enforced by the court then having jurisdiction over them. In the event either party refuses to sign the written agreement required by this Article, then he or she waives all of his or her rights to money or property created by the terms of this Agreement.

- 26.2 The parties further agree that, if, at any time prior to or during the marriage, they reside or acquire assets in a community property or quasi-community property state, their rights and interests are to be determined strictly in accordance with the terms of this Agreement, without application of any community property or quasi-community property state's law.

**ARTICLE XXVII.
PARTIES UNDERSTANDING OF CURRENT FLORIDA LAW
ON INVALIDATING POSTNUPTIAL AGREEMENTS**

The parties understand, and have been fully advised by their counsel, the reasons or grounds upon which Florida courts will invalidate a postnuptial agreement or its provisions. With this understanding, the parties make the following factual representations which they know are true and correct, and as to which they are estopped later to maintain the contrary:

- (a) This Agreement was not reached or entered into under fraud, deceit, duress, coercion, misrepresentation or overreaching;
- (b) The provisions herein for HUSBAND and WIFE are fair and reasonable, given the circumstances of the parties, their relative situations, the other provisions made herein, their ages, health, education and financial status;
- (c) The parties believe that this Agreement, on its face, adequately provides for each of them, and that the Agreement is reasonable;
- (d) Each party has a complete and accurate knowledge of the character and extent of the others property and assets as well as his or her income;
- (e) Even if the provisions and/or property distributions as to either party are found or determined to be unreasonable and/or disproportionate, both parties knowledgeable entered into this Agreement for reasons other than insufficient knowledge of assets and income. In other words, each party understands that if this Agreement is a bad fiscal bargain for him or her, nonetheless, he or she knowledgeable accepts it;
- (f) Both parties understand that incompetent legal advice alone, or a bad bargain, are not a sufficient basis alone to vacate or challenge this Agreement.

**ARTICLE XXVIII.
GENERAL PROVISIONS**

- 28.1 If any Article or portion of this Agreement is, in any proceeding, found to be invalid or unenforceable for any reason whatsoever, then such findings shall not invalidate the entire Agreement, and so much hereof as is not found invalid or unenforceable shall remain in full force and effect.
- 28.2 Each party agrees, upon the request of the other party, to execute any document which may be necessary to carry out and effectuate the provisions of this Agreement.

- 28.3 Neither the failure of either party to exercise any right given hereunder or to insist upon strict compliance by the other with any obligations hereunder, nor any custom or practice of the parties at variance with the terms thereof, shall constitute a waiver of such party's right to demand exact compliance with the terms hereof. Waiver by either party of any particular default by the other shall not affect or impair the right of such party in respect to any subsequent default of the same or of a different nature, nor shall any delay or omission of such party to exercise any rights arising from such defaults affect or impair such party's right as to such default or any subsequent default. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms of this Agreement by the other party shall not be construed to be a waiver of the right to insist upon strict compliance with any term in the future.
- 28.4 The parties accept the provisions of this Agreement in full satisfaction of all rights which, by reason of the marriage, either may acquire in the income, property, assets or estate of the other and each does hereby waive and relinquish all rights which he or she would otherwise acquire in the income, property, assets or estate of the other under the law now or hereinafter in effect in any jurisdiction as well as any amendments thereto, whether by way of dower; distributive share; right of election; right to serve as personal representative; equitable distribution; right to community property; special equity, alimony or support of any kind or nature whatsoever, whether temporary or permanent, lump sum, periodic or rehabilitative; or any and all other marital rights.
- 28.5 It is the intention of the parties to give each other a complete release of all such claims and rights without reservation except as otherwise expressly stated in this Agreement.
- 28.6 In the event that either party in any judicial proceeding following the parties' marriage seeks to set aside this Agreement, have it declared void or unenforceable, or otherwise avoid its terms and conditions, then the trier of fact shall determine in said proceeding whether or not the challenging party had a good faith basis in fact to attempt to set aside or avoid this Agreement. If the trier of fact determines that the challenging party did not have a good faith basis or that the litigation or any part of it was not reasonable and necessary, then the challenging party shall pay the other party's attorney's fees, costs and suit money incurred in the judicial proceeding. It is the parties' intent and desire that the Court of competent jurisdiction conducting the judicial proceeding enforce this clause and apply it to the parties regardless of any applicable law to the contrary.
- 28.7 The parties acknowledge that this is a negotiated Agreement, and this Agreement shall be construed as having been prepared and written by and on behalf of both parties, and neither party shall have the right to claim any benefit of any ambiguity. In no event shall the terms hereof be construed against either party on the basis that such party, or its counsel, drafted this Agreement.
- 28.8 Each party acknowledges that the parties will be irreparably damaged (and damages at law would be an inadequate remedy) if this Agreement is not specifically enforced. Therefore, in the event of a breach or threatened breach by any party of any provision of this Agreement, then the other party shall be entitled, in addition to all other rights or remedies, to an injunction restraining such breach, without being required to show any

actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of this Agreement.

- 28.9 In the event any judicial proceeding is commenced by a party to enforce any provision of this Agreement, the prevailing party shall be entitled to attorney's fees, costs and suit money incurred by such prevailing party in the judicial proceeding. It is the parties' intent and desire that the Court of competent jurisdiction conducting the judicial proceeding enforce this clause and apply it to the parties regardless of any applicable law to the contrary.
- 28.10 The parties agree that, in the event of any separation of the parties or if any separation proceeding or dissolution of marriage action is filed, the terms and covenants set forth in this Agreement shall govern and determine the rights of the parties. In the event any dissolution of marriage action or separation of marriage proceeding is filed, both parties shall request the court to approve this Agreement in its entirety and without modification and to enter a final judgment or decree incorporating this Agreement by reference. If approved, this Agreement shall be deemed a part of the final judgment or decree and shall be incorporated into and made part of any final judgment of dissolution of marriage. However, notwithstanding an incorporation of the final judgment or decree, this Agreement shall not be merged into, but shall survive the final judgment and be binding on the parties for all time.
- 28.11 The rights and duties of the parties in the manner and for the period of time provided above shall be their exclusive remedy and shall constitute fulfillment of all liabilities of one against the other.
- 28.12 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signature of the parties reflected hereon as signatories.
- 28.13 The parties hereby agree from time to time to execute and deliver such further and other transfers, assignments and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the intentions of this Agreement.

ARTICLE XXIX. NON-DISCLOSURE AND CONFIDENTIALITY

- 29.1 Both parties agree that the terms of this Agreement and all financial information about the other, including but not limited to the financial disclosures attached to this Agreement and any financial information exchanged between the parties, shall be confidential. Neither party shall reveal any such information to any third party, other than their lawyer, unless compelled to do so by a court of competent jurisdiction. The obligations of the parties under this paragraph shall survive the dissolution of their marriage and/or the termination of this Agreement.

- 29.2 The parties and their attorneys (if the party has chosen to be represented by an attorney) acknowledge that each shall maintain the confidentiality of this Agreement as well as all financial disclosures made in connection with this Agreement. Each party acknowledges that damages at law would be an inadequate remedy for any breach or threatened breach by such party, his or her attorney or any of the other persons to whom he or she, directly or indirectly, has provided any confidential information pursuant to this Article. Accordingly, in the event of any such breach or threatened breach by any party, the other party shall be entitled, in addition to all other rights or remedies set forth herein or available at law or in equity, to an injunction restraining such breach, without such party being required to show actual damages as a result of such breach or threatened breach or to post an injunction bond.

**ARTICLE XXX.
INDEPENDENT LEGAL ADVICE**

- 30.1 WIFE represents that she has freely and voluntarily entered into this Agreement after having received independent legal advice from counsel of WIFE's choice. HUSBAND represents that he has freely and voluntarily entered into this Agreement after having received independent legal advice from counsel of HUSBAND's choice. Each party represents to the other that he or she is not under any duress, nor has he or she been coerced into entering this Agreement. Each party represents to the other that he or she has had disclosed to him or her the other's financial circumstances, and that he or she has had answered to his or her satisfaction all questions concerning the other's financial whereabouts.
- 30.2 Each party represents to the other that he or she has read this entire Agreement and that the recitations set forth herein are true and correct. Each party acknowledges that this Agreement contains the entire understanding of the parties, and that no representations, warranties, promises, covenants or undertakings, oral or otherwise, other than those expressly set forth herein, have been made to induce him or her to enter into this Agreement.
- 30.3 Each party represents to the other that he or she understands that the other intends to abide by and enforce the terms of this Agreement. Each party hereby waives and releases the other from any and all claims he or she may have against the other prior to the execution of this Agreement other than any claims arising out of this Agreement.

**ARTICLE XXXI.
ATTORNEY'S FEES RELATING TO TESTIMONY**

- 31.1 In the event that either party in any judicial proceeding following the parties' marriage seeks to set aside or interpret this Agreement, have it declared void or unenforceable, or otherwise avoid or modify its terms and conditions, then to the extent that _____ and/or any other attorney, paralegal, or law clerk working with _____ At the time of the execution of this Agreement, is called to testify as a witness regarding this Agreement, HUSBAND agrees to pay at such time to _____ and/or to any such attorney, paralegal, or law clerk then testifying, as the case may be, attorney's fees and costs based on each such person's regular hourly rates (as they may

then vary from time to time), as a result of any time expended by any such person testifying as a witness or otherwise.

- 31.2 In the event that either party in any judicial proceeding following the parties' marriage seeks to set aside or interpret this Agreement, have it declared void or unenforceable, or otherwise avoid or modify its terms and conditions, then to the extent that Pablo S. Quesada, and/or any other attorney, paralegal, or law clerk working with Pablo S. Quesada at the time of the execution of this Agreement, is called to testify as a witness regarding this Agreement, WIFE agrees to pay at such time to Pablo S. Quesada and/or to any such attorney, paralegal, or law clerk then testifying, as the case may be, attorney's fees and costs based on each such person's regular hourly rates (as they may then vary from time to time), as a result of any time expended by any such person testifying as a witness or otherwise.

ARTICLE XXXII. NOTICES

To the extent that the parties are not living together for any reason, all notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including electronic transmission) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, electronically transmitted, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to each party's last known address with a copy to counsel for HUSBAND as follows:

and a copy to counsel for WIFE as follows:

Pablo S. Quesada, Esq.
Sanchez-Medina, Gonzalez, Quesada, et al.
The Colonnade, Suite 302
2333 Ponce de Leon Blvd.
Coral Gables, Florida 33134
(305) 774-6400

or to such other address as any party may designate by notice complying with the terms of this Article. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmed answer back if by electronic transmission; and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

ARTICLE XXXIII
ENTIRE AGREEMENT

This Agreement and financial statements attached hereto, constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or amongst parties relating to the subject matter of this Agreement and all past dealing. Without limiting the foregoing, the parties acknowledge that the parties entered into a Pre-Nuptial Agreement, dated April 25, 2006, and that same is hereby superseded by this Agreement and said Pre-Nuptial Agreement shall be of no further force and effect. Notwithstanding the foregoing, if this Agreement is rendered void or unenforceable or if the terms hereof are materially modified as to affect the Separate Property of each party, as contemplated herein, in any case, by a final and non-appealable order of a Court having proper jurisdiction, then the terms and conditions of the Pre-Nuptial Agreement shall be deemed to have survived the execution of this Agreement, and further ratified by the parties, and the Pre-Nuptial Agreement shall remain in full force and effect, as if this Agreement, had not been otherwise effectuated, and the Pre-Nuptial Agreement shall govern all matters regarding the distribution of property, assets, and liabilities.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto signed, sealed and acknowledged this Agreement, in duplicate, the day and year first above written.

CLAUDINE CLAUS COLLI states that she has read the foregoing Agreement, that its recitations are true and correct, that she fully understands the contents thereof and has executed the same freely and voluntarily, and intends to be bound by it.

Claudine Claus Colli
CLAUDINE CLAUS COLLI

Witness' signature

Monica Canabal

Witness' printed name

11810 SW 81 Rd

Witness' address

Miami FL 33156

Witness' signature

Melissa Diego

Witness' printed name

59601 SW 73 Street

Witness' address

Miami FL 33155

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing was acknowledged before me on this 23 day of June, 2010, by Claudine Claus Colli who is personally known to me or who has produced as identification and who did take an oath.

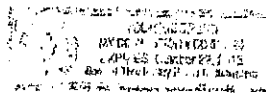
NOTARY PUBLIC:

(sign)

(print)

State of Florida at large (Seal)

My Commission Expires:



ALDO COLLI says that he has read the foregoing Agreement, that its recitations are true and correct, that he fully understands the contents thereof and has executed the same freely and voluntarily, and intends to be bound by it.

<p><u>[Signature]</u> Witness' signature</p> <p><u>[Printed Name]</u> Witness' printed name</p> <p><u>[Address]</u> Witness' address</p>	<p><u>ALDO COLLI</u> ALDO COLLI</p> <p><u>[Signature]</u> Witness' signature</p> <p><u>Hector Luis Pachera Jr</u> Witness' printed name</p> <p><u>14502 SW 83 Street</u> Witness' address</p> <p><u>Miami FL 33183</u></p>
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STATE OF FLORIDA
COUNTY OF MIAMI-DADE

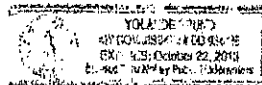
The foregoing was acknowledged before me on this 23rd day of JUNE, 2010,
by ALDO COLLI who is personally known to me or who has produced _____
as identification and who did take an oath.

NOTARY PUBLIC:

(sign)

(print)

State of Florida at large (Seal)
My Commission Expires:



**CERTIFICATE OF LEGAL COUNSEL
FOR
ALDO COLLI**

I, the undersigned, have represented ALDO COLLI in the negotiation and execution of the Agreement set forth herein above, and I do certify that I have reviewed the Agreement with ALDO COLLI and have carefully explained to ALDO COLLI the rights and obligations under FLORIDA LAW of ALDO COLLI emanating from the marriage of ALDO COLLI to CLAUDINE CLAUS COLLI, and the legal and practical ramifications of the Agreement and that RAUL F. RODRIGUEZ has indicated to me that ALDO COLLI fully understands the Agreement and has executed the same freely and voluntarily intending to be legally bound by same.

sq.

CERTIFICATE OF LEGAL COUNSEL
FOR
CLAUDINE CLAUS COLLI

I, the undersigned, have represented **CLAUDINE CLAUS COLLI** in the negotiation and execution of the Agreement set forth herein above, and I do certify that I have reviewed the Agreement with **CLAUDINE CLAUS COLLI** and have carefully explained to **CLAUDINE CLAUS COLLI** the rights and obligations under **FLORIDA LAW** of **CLAUDINE CLAUS COLLI** emanating from the marriage of **CLAUDINE CLAUS COLLI** to **RAUL F. RODRIGUEZ**, and the legal and practical ramifications of the Agreement and that **CLAUDINE CLAUS COLLI** has indicated to me that **CLAUDINE CLAUS COLLI** fully understands the Agreement and has executed the same freely and voluntarily intending to be legally bound by same.

Pablo S. Quesada, Esq.
Sanchez-Medina, Gonzalez, Quesada, et al.
The Colonnade, Suite 302
2333 Ponce de Leon Blvd.
Coral Gables, Florida 33134
(305) 774-6400

Personal Financial Statements for Claudine Claus

ASSETS:

Total Bank Account	26,988.70
ING 401K balance	113,976.64
Cash value- Life Insurance	85,000.00
IRA	50,000.00
Home Financing Center 100%	4,229,685.00
Real Estate- Primary Residence	1,648,882.00
Real Estate- Second Home	550,000.00
Furniture, Jewelry and Personal Property	150,000.00

TOTAL ASSETS \$ 6,854,532.34

LIABILITIES:

Mortgage primary residence	\$ 871,248.64
Mortgage HFC/Fannie Mae	411,850.82

TOTAL LIABILITIES \$ 1,283,099.46

NET WORTH \$ 5,571,432.88

PERSONAL FINANCIAL STATEMENT

Alice Co. v.
6/21/2011

Assets	Amount in Dollars
Cash - checking accounts	\$ 500
Cash - savings accounts	
Certificates of deposit	
Securities - stocks / bonds / mutual funds	
Notes & contracts receivable	
Life insurance (cash surrender value)	
Personal property (autos, jewelry, etc.)	4,000
Retirement Funds (eg. IRA, 401K)	
Real estate (market value)	
Beneficial Life Corporation interest	40,000
Other assets (specify)	
TOTAL ASSETS	\$ 44,500

Liabilities	Amount in Dollars
Current Debt (Credit cards, Accounts)	\$ 2,000
Notes payable (describe below)	
Taxes payable	1,000
Real estate mortgages (describe)	
Auto loan	42,000
Other liabilities (specify)	
TOTAL LIABILITIES	\$ 51,000

Net Worth	\$ 31,500
------------------	------------------

Signature: _____

Date: _____

Alice Co. v. *6-21-11*

COLLI			D/O/F	6/24/2014
v.	7,641,666,667	2751	D/O/M	11/3/2006
CLAUS				
WIFE'S NET WORTH ANALYSIS	PRE NUP	MSA 10/9/09	POST NUP	DATE OF FILING
	4/25/2006		6/23/11	
ASSETS				
CASH IN BANKS				
Total Bank Checking #8606 (W)			\$ 26,989	\$ 34,499
	\$ -	\$ -	\$ 26,989	\$ 34,499
BROKERAGE ACCOUNTS				
"Cash and Stock"	\$ 1,200,000			
	\$ 1,200,000	\$ -	\$ -	\$ -
REAL ESTATE				
3609 Alhambra Court, Coral Gables FL 33134			\$ 1,648,882	\$ 3,125,000
Mortgage - Bank of America			\$ (871,249)	\$ (819,023)
739 Olive St, Sanibel, FL 33957			\$ 550,000	\$ 850,000
Mortgage - Home Financing Center			\$ (411,851)	\$ (392,178)
"Real Estate"	\$ 3,000,000			
"Mortgages"	\$ (1,300,000)			
	\$ 1,700,000	\$ -	\$ 915,783	\$ 2,763,799
RETIREMENT ACCOUNTS				
Merrill Lynch 8201 (W)				\$ 31,343
Shareholders Service Group (SSG) IRA 9298 (W)				\$ 61,937
Lincoln Financial Group Retirement Acct 0802 (W)				\$ 3,002
Midland Annuity IRA #1887 (W)				\$ 263,149
ING 401K (W)			\$ 113,977	
IRA			\$ 50,000	
"Retirement Funds"	\$ 400,000			
	\$ 400,000	\$ -	\$ 163,977	\$ 359,431
BUSINESS INTERESTS				
Home Financing Center, Inc	\$ 7,000,000			
Home Title Agency, Inc	\$ 250,000		\$ 4,229,685	\$ 8,625,358
TLC International Reinsurance, Ltd (Foreign Entity (Turks & Caicos))	\$ 500,000			
Qtec, LLC	\$ 200,000			
Vitamin Sea	\$ 250,000			
Benefit Life Corporation - 70% W, 30% H	\$ 8,200,000	\$ -	\$ 4,229,685	\$ 8,625,358
OTHER ASSETS				
"Note Receivable"	\$ 60,000			
"Holly Real Estate Rec"	\$ 250,000			
	\$ 310,000	\$ -	\$ -	\$ -
PERSONAL PROPERTY / AUTOS				
"Furniture & Furnishings"	500,000		150,000	
2015 Tesla - W drives				89,000
Auto Loan - Tesla				(89,000)
BMW				5,000
Auto Loan				(8,500)
Boat - Four Winns				115,000
Boat Loan - BB&T Loan #51001 (W)				(114,282)

Net Worth Comparison

<i>COLLI</i>			<i>D/O/F</i>	<i>6/24/2014</i>
<i>v.</i>	<i>7.641666667</i>	<i>2751</i>	<i>D/O/M</i>	<i>11/3/2006</i>
<i>CLAUS</i>				
<i>WIFE'S NET WORTH ANALYSIS</i>	<i>PRE NUP</i>	<i>MSA 10/9/09</i>	<i>POST NUP</i>	<i>DATE OF FILING</i>
	<i>4/25/2006</i>		<i>6/23/11</i>	
"Automobiles"	6,000			
	\$ 506,000	\$ -	\$ 150,000	\$ (2,782)
<i>LIFE INSURANCE</i>				
AXA Equitable #7998 \$1M Face Value (Claudine Claus, Insured)				\$ 65,462
Loan			\$ 85,000	\$ (55,000)
"Cash Value - Life Insurance"			\$ 85,000	\$ 10,462
	\$ -	\$ -		
<i>LIABILITIES</i>				
"Estate Tax Liability"	\$ (50,000)			\$ (300,000)
Income Tax Liability				\$ (1,924)
Credit Cards	\$ (50,000)	\$ -	\$ -	\$ (301,924)
<i>TOTALS</i>	\$ 12,266,000	\$ -	\$ 5,571,433	\$ 11,488,843

Net Worth Comparison

Colli v Claus	D/O/F	6/24/2014	9/10/2008
House Provision Analysis	D/O/M	11/3/2006	11/3/2006
	7617	2757	687
	113360	4097160	4097160
		PRE NUP 4/25/2006	POST NUP 6/23/11
Paragraph 14.2			
% equity each full yr post 3rd yr of marriage			
11/3/2007	-		
11/3/2008	-		
11/3/2009	-		
11/3/2010	1		
11/3/2011	1		
11/2/2012	1		
11/2/2013	1		
11/2/2014	-		
	4	4%	
3609 Alhambra Court, Coral Gables FL		\$ 3,125,000	
Mortgage - Bank of America		\$ (819,023)	
		\$ 2,305,977	
Colli Equity		\$ 92,239	
Article XIII			
% equity each full yr post June 23, 2011-Post Nuptial			
6/23/2012	1		
6/23/2013	1		
6/23/2014	1		
	3		3%
3609 Alhambra Court, Coral Gables FL		\$ 3,125,000	
Base		\$ 3,100,000	
		\$ 25,000	
Colli Equity		\$ 750	

House Provision