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After recording, return to:

Christopher P. Frost, P.S.
12100 Northup Way, Suite B
Bellevue, WA 98005

RECORDING COVER SHEET

Recording Summary:

Document Title:	Final Judgment Dissolving Marriage
Reference #	9608070047
Grantor	Randy L. Collar & Madeline Z. Collar
Grantee	Randy L. Collar & Madeline Z. Collar
Legal Description	Lot No. 850, Amended Survey of Shelter Bay Division No. 5, as recorded June 2, 1976 in Official Records of Skagit County, Washington under Auditor's Filing No. 836134.
Tax Parcel #	5100-005-850-0000 L84847

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO.: 98-005431 (37)(90)

IN RE: The Marriage of

RANDY L. COLLAR,

Petitioner/Husband,

and

MADELINE Z. COLLAR,

Respondent/Wife.

FINAL JUDGMENT DISSOLVING MARRIAGE

THIS CAUSE having come on for Final Hearing on the 7th day of May, 1998, upon the Husband's Verified Petition for Dissolution of Marriage dated April 17, 1998, and the Court having heard testimony, having considered the evidence presented and being otherwise duly and fully advised in the premises, it is hereby

ORDERED AND ADJUDGED as follows:

1. This Court has jurisdiction of the parties hereto and the subject matter hereof.
2. The bonds of marriage between the Petitioner/Husband, RANDY L. COLLAR, and the Respondent/Wife, MADELINE Z. COLLAR, are hereby dissolved because the marriage is irretrievably broken.



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3. The parties entered into a Marital Settlement Agreement (hereinafter "Agreement") on the 15th day of April, 1998. The Agreement, marked as Exhibit "A", is hereby incorporated, but not merged into this Final Judgment and the parties are ordered to comply with its terms.

4. The Court retains jurisdiction of this cause for the purpose of enforcing all of the terms and provisions of this Final Judgment, including all of the terms and provisions of the Agreement entered into by and between the parties.

DONE AND ORDERED in Chambers at Fort Lauderdale, Broward County, Florida
this 2nd day of May, 1998.


CHARLES M. GREENE
CIRCUIT JUDGE

Copies furnished to:

Jeffrey A. Weissman, Esq., Attorney for Petitioner/Husband, P.O. Box 1900, Fort Lauderdale, FL 33302.

Christopher P. Frost, Esq., Frost & Allen, P.A., Attorneys for Respondent/Wife, 12100 Northup Way, Suite B, Bellevue, Washington 98005.



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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 15 day of April, 1998 ("Effective Date"), by and between **MADLINE Z. COLLAR**, hereinafter referred to as "Wife," and **RANDY L. COLLAR**, hereinafter referred to as "Husband."

WITNESSETH

WHEREAS, the parties were married on December 20, 1986, in Olympia, Washington; and

WHEREAS, the parties have been married to each other continuously since that date; and

WHEREAS, unhappy differences have arisen between the parties and they wish to live separate and apart; and

WHEREAS, there have been no children born of this marriage and no issue is contemplated; and

WHEREAS, it is the desire and intention of each of the parties hereto that the relationship between them with respect to property rights, support rights and financial matters be conclusively settled and determined by this Agreement; and

WHEREAS, the parties hereto have been fully, separately, and independently apprised and advised of their respective legal rights, remedies, privileges and obligations arising out of the marriage relationship or otherwise, and the Husband has been represented by Jeffrey A. Weissman, Esq., at the law offices of Ruden, McClosky, Smith, Schuster & Russell, P.A., 200 E. Broward Blvd., 15th Floor, Ft. Lauderdale, FL 33301, and the Wife has been represented by Christopher P.


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Frost, Esq., at the law offices of Frost & Allen, P.A., 12100 Northup Way, Suite B, Bellevue, Washington, 98005, and each party represents that he/she has made full disclosure of his/her assets, property holdings, and income to the other and has provided all financial disclosure requested by the other party; and

WHEREAS, each party is fully informed as to the other's holdings; and

WHEREAS, both the Wife and the Husband have read and fully understand all of the terms, conditions, and provisions of this Agreement and are of the belief that it is fair, just and reasonable as to each of them, and accordingly, both the Wife and the Husband do freely and voluntarily accept the terms, conditions, and provisions hereof, and further agree that reconciliation or remarriage of the parties shall not affect the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties have agreed as follows:

1. **Recitals Incorporated.** The recitals of fact set forth above are confirmed and agreed to by and between the parties hereto, as being in all respects true and correct, and are hereby incorporated into this Agreement.
2. **Separation.** From the date hereof, the parties may live separate and apart from each other, and each shall be free from interference, authority and control, direct or indirect, by the other,


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as fully as if she or he was single and unmarried. The parties shall not molest, disturb or interfere with the other in any way whatsoever.

3. Real Property.


3.1 The parties presently own, as tenants by the entireties, the marital residence together with all improvements thereon located at 2215 Lincoln Avenue, Miami, Florida, 33133, and more fully described as:

Lot 10, Block 19, AMENDED PLAT OF NEW BISCAYNE, according to the Plat thereof, as recorded in Plat Book B, Page 16, of the Public Records of Dade county, Florida.

The parties acknowledge that upon the entry of a Final Judgment of Dissolution of Marriage they shall own the marital residence as tenants in common. The parties agree that the marital residence shall be sold as soon as possible at a mutually agreed upon price. The Husband shall pay the monthly mortgage payment, taxes, insurance and the costs of any repairs and/or necessary maintenance expenses on the marital residence until same has been sold. Upon the sale and closing of the marital residence, the "Net Proceeds" derived therefrom shall be divided equally between the parties. Net Proceeds shall be those funds remaining after payment of all taxes (both real property taxes, if any, and capital gains taxes) due as a result of the sale, full payment in satisfaction of the parties' mortgages at First Union National Bank of Florida and Premier Equity Mortgage Company, and all commissions, fees and closing costs of any nature whatsoever. If either


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of the parties incurs any debt after the Effective Date which becomes a lien on the marital residence at the time it is sold and closed upon, such lien shall be satisfied from the portion of the proceeds to be distributed to the party incurring the debt.

3.2 The parties also presently own a certain interest in real property located at 850 Kalispell Drive, La Conner, Washington, and more fully described as:

Lot No. 850, Amended Survey of Shelter Bay
Division No. 5 as recorded June 2, 1976 in Official
Records of Skagit County, Washington under
Auditor's Filing No. 836134

See Attached Composite Exhibit "A".

The parties acknowledge that there are presently no plans to sell this real property. However, if and when the property is sold, the "Net Proceeds" of whatever interest that they might have pursuant to Washington law shall be divided equally between the parties. Net Proceeds shall be those funds remaining after payment of all taxes (both real property taxes, if any, and capital gains taxes) due as a result of the sale, full payment in satisfaction of any mortgages existing on the property, and all commissions, fees and closing costs of any nature whatsoever. If either of the parties incurs any debt after the Effective Date which becomes a lien on the property at the time it is sold and closed upon, such lien shall be satisfied from the portion of the proceeds to be distributed to the party incurring the debt.


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4. **Personal Property.** The Wife shall receive all right, title and interest in and to the following assets:

4.1 All furniture, furnishings and other household items located in the marital residence, having an approximate value of Forty Thousand Dollars (\$40,000.00).

4.2 Wife's IRA at Paine Webber, having an approximate value of Four Thousand Dollars (\$4,000.00).

4.3 Fifty percent (50%) of the Husband's IRA at Paine Webber, having an approximate total value of Seventy-seven Thousand Dollars (\$77,000.00), fifty percent (50%) of which equals approximately Thirty-eight Thousand Five Hundred Dollars (\$38,500.00).

4.4 Wife's Microsoft stock at Paine Webber, having an approximate value of Sixty-Five Thousand Dollars (\$65,000.00).

4.5 Fifty Percent (50%) of the funds presently held in the parties' joint checking account at First Union National Bank. The parties estimate that there is approximately \$1,500.00 held in this account as of the Effective Date. Said account shall be closed simultaneously upon distribution of the aforesaid funds.

4.6 Fifty Percent (50%) of the funds presently held in the Husband's checking account at Key Bank of Washington. The parties acknowledge that there is approximately Four Hundred Eighty Dollars (\$480.00) in said account as of the Effective Date.


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4.7 All funds in the Wife's irrevocable trust account at Comerica, having an approximate balance of Five Hundred Dollars (\$500.00).

4.8 Wife's 1984 Mercedes automobile, having an estimated value of approximately Eight Thousand Five Hundred Dollars (\$8,500.00). The Wife agrees to assume sole and exclusive responsibility to make any and all monthly payments attendant to the Mercedes automobile, if any, and hereby indemnifies and holds the Husband harmless with respect to any and all liens, maintenance, expenses and costs relating to the automobile whether arising hereafter or heretofore. The Husband agrees to immediately execute any and all documents necessary to place title to the Mercedes automobile in the Wife's sole name. The Husband further agrees that he shall thereafter make no claim of right, title or interest in or to the Mercedes automobile.

4.9 Wife's 1979 Mercedes automobile, having an estimated value of approximately Four Thousand Dollars (\$4,000.00). The Wife agrees to assume sole and exclusive responsibility to make any and all monthly payments attendant to the Mercedes automobile, if any, and hereby indemnifies and holds the Husband harmless with respect to any and all liens, maintenance, expenses and costs relating to the automobile whether arising hereafter or heretofore. The Husband agrees to immediately execute any and all documents necessary to place title to the Mercedes automobile in the Wife's sole name. The Husband further agrees that he shall thereafter make no claim of right, title or interest in or to the Mercedes automobile.

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4.10 Wife's jewelry, having an approximately value of Ten Thousand Dollars (\$10,000.00).

4.11 A brand new personal computer to be purchased by the Husband within sixty (60) days from the Effective Date at a cost not to exceed \$_____.

4.12 All of the Wife's personal belongings presently in her possession as of the Effective Date.

4.13 Fifty Percent (50%) of any monies received by the Husband from his mother's trust during her lifetime, with a monetary cap of Two Hundred Thousand Dollars (\$200,000.00).

The Husband shall receive all right, title and interest in and to the following assets:

4.14 Fifty percent (50%) of the Husband's IRA at Paine Webber, having an approximate total value of Seventy-Seven Thousand Dollars (\$77,000.00), fifty percent (50%) of which equals approximately Thirty-eight Thousand Five Hundred Dollars (\$38,500.00).

4.15 Fifty Percent (50%) of the funds presently held in the parties' joint checking account at First Union National Bank. The parties estimate that there is approximately \$1,500.00 held in this account as of the Effective Date. Said account shall be closed simultaneously upon distribution of the aforesaid funds.


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4.16 Fifty Percent (50%) of the funds presently held in the Husband's checking account at Key Bank of Washington. The parties acknowledge that there is approximately Four Hundred Eighty Dollars (\$480.00) in said account as of the Effective Date.

4.17 All funds in the Husband's irrevocable trust account at Comerica, having an approximate balance of Five Hundred Dollars (\$500.00).

5. Debt. The Husband shall be fully responsible for, indemnify, defend (including attorneys' fees and costs) and hold the Wife harmless against any and all liability relating to the following debts:

5.1 Subject to the terms set forth in Paragraph 3 hereof, the parties' mortgage at First Union National Bank having an approximate balance of Two Hundred Twenty-Eight Thousand Dollars (\$228,000.00).

5.2 Subject to the terms set forth in Paragraph 3 hereof, the parties' second mortgage Premier Equity Mortgage Company, having an approximate balance of Fifty Thousand Dollars (\$50,000.00).

5.3 Husband's Citibank AA credit card, having an approximate balance of Fifteen Thousand Dollars (\$15,000.00).

5.4 Husband's Bankcard Services obligation, having an approximate balance of Two Thousand Dollars (\$2,000.00).


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5.5 Husband's Citibank Visa credit card, having an approximate balance of Thirteen Thousand Dollars (\$13,000.00).

5.6 Husband's First Union Visa credit card, having an approximate balance of Two Thousand Dollars (\$2,000.00).

5.7 Husband's Key Bank credit card, having an approximate balance of Twenty-Seven Thousand (\$27,000.00).

5.8 Husband's Sea First Visa credit card, having an approximate balance of One Thousand Dollars (\$1,000.00).

5.9 Husband's Security Pacific credit card, having an approximate balance of Nineteen Thousand Dollars (\$19,000.00).

5.10 Husband's Household Credit obligation, having an approximate balance of One Thousand Five Hundred Dollars (\$1,500.00).

Further, the parties acknowledge that they may be jointly liable on certain personal guarantees signed on behalf of Yacht Sales International, Inc. The Husband agrees to take all reasonable steps necessary to remove the Wife's name from said obligations, and further agrees to indemnify, defend, and hold the Wife harmless from any and all claims made because of any debts or liabilities heretofore incurred by the parties on behalf of Yacht Sales International, Inc. The

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Husband agrees to fully pay any and all attorneys' fees, costs, or suit monies that are incurred by the parties jointly or individually should a creditor file suit with regard to the aforesaid guarantees.

Except as provided above, the parties acknowledge that there are no marital debts which are outstanding as of the Effective Date of this Agreement. The parties further agree with regard to indebtedness, and the Wife represents and warrants, that except as otherwise specified in this Agreement, she has not incurred, nor shall she hereinafter incur, any debts and obligations for which the Husband or his estate shall be liable and the Wife agrees that she will indemnify, defend (including reasonable attorneys' fees and costs), and hold the Husband harmless from any and all claims made because of any debts or liabilities hereinafter or heretofore incurred by her. The Husband represents and warrants that except as otherwise specified in this Agreement, he has not incurred, nor shall he hereinafter incur, any debts and obligations for which the Wife or her estate shall be liable and the Husband agrees that he will indemnify, defend (including reasonable attorneys' fees and costs), and hold the Wife harmless from any and all claims made because of any debts or liabilities hereinafter or heretofore incurred by him.

6. **Alimony.**

6.1 **Non-Modifiable Rehabilitative Alimony.** The Husband shall pay to the Wife as and for rehabilitative alimony, the sum of Two Thousand Eight Hundred Dollars (\$2,800.00) per month, commencing on the first day of the month following the Effective Date of this Agreement


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and continuing to be payable on the first day of each month thereafter for a total of four (4) years. The Husband's obligation for payment of rehabilitative alimony shall terminate earlier, however, upon the death of the Wife or the remarriage of the Wife.

The parties understand that the rehabilitative alimony payments as specified herein are non-modifiable as to term or amount; that is, neither party can petition the Court at a later date to modify the type, duration or amount of the alimony payments specified herein.

Further, the parties agree that the rehabilitative alimony payments are taxable to the Wife and deductible by the Husband for federal income tax purposes.

6.2 As and for additional support, the Husband agrees to pay all reasonable and necessary moving expenses that the Wife will incur as a result of her relocation to Seattle. Should the Wife be required to place certain of her personal belongings in storage, the Husband agrees to pay all reasonable and necessary expenses attendant thereto for a period of three (3) years from the Effective Date of this Agreement.

6.3 As a further element of support, the Husband will pay all reasonable and necessary costs attendant to registering the Wife's Mercedes automobiles in the State of Washington for the year 1998.


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7. Insurance.

7.1 **Wife's Life Insurance.** The Wife presently has a whole life insurance policy through Ohio National, bearing Account No. C6401169, with a death benefit of approximately Two Hundred Fifty Thousand Dollars (\$250,000.00). Said policy is in the name of the Wife's irrevocable trust, and Husband is the trustee and primary beneficiary of the trust. The Husband may continue to make all premium payments required under the policy throughout the duration of the Wife's life. The Husband is to remain as trustee of the Wife's irrevocable trust throughout the Wife's life; additionally, the Husband is to remain designated as the primary beneficiary of the trust.

The Wife also presently has a term life insurance policy through Primerica, having a death benefit of approximately Four Hundred Fifty Thousand Dollars (\$450,000.00). The Husband may continue to make all premium payments required under the policy until its expiration, and shall remain designated as the sole and exclusive beneficiary of the policy until its expiration so long as he is not more than fifteen (15) days delinquent in making any single premium payment. Should the Husband be more than fifteen (15) days late in making any single premium payment, the Wife may assume the premium payments and change the beneficiary of the policy by providing the Husband with ten (10) days advance reasonable notice, in writing, of her intent to do so. The Husband shall, however, have ten (10) days from the date of notice to cure any non-payment of the insurance premium. In the event of the Husband's remarriage or death, the Wife may also change the


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beneficiary designated under the policy by providing the Husband or his estate with ten (10) days advance reasonable notice, in writing, of her intent to do so. Should the Husband remain current in satisfying the monthly premium payments at the time of the policy's expiration, and be single and unmarried at the time of the policy's expiration, he may extend the term of the policy by making all premium payments attendant thereto. If the Husband chooses to extend the term of the policy and makes all required premium payments, he shall remain designated as the sole and exclusive beneficiary of the policy throughout the Wife's life subject to the conditions set forth above in this paragraph regarding his remarriage or death.

7.2 **Husband's Life Insurance.** The Husband presently has a whole life insurance policy through United of Omaha, bearing Account No. BU1045047, with a death benefit of approximately One Million Dollars (\$1,000,000.00). Said policy is in the name of the Husband's irrevocable trust, and the Wife is the trustee and primary beneficiary of the trust. The Husband shall continue to make all premium payments required under the policy throughout the duration of his life. Said obligation to make all premium payments required under the policy shall cease earlier, however, upon the Wife's remarriage or death. Unless the Wife remarries, she is to remain as trustee and primary beneficiary of the Husband's irrevocable trust throughout the Husband's life. If the Wife remarries, she will resign as trustee and execute any and all documents necessary to renounce

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her beneficial interest in the trust. Lastly, the Wife shall never exercise her withdrawal rights contained in Article I, Section B of the Husband's irrevocable trust.

The Husband also presently has a term life insurance policy through Primerica, having a death benefit of approximately One Million Two Hundred Thousand Dollars (\$1,200,000.00). The Husband shall continue to make all premium payments required under the policy until its expiration, and the Wife is to remain as the sole and exclusive beneficiary of the policy until its expiration subject to the conditions set forth herein. The parties agree to execute any and all documents necessary to require the insurance company to provide timely notice to the Wife in the event of the Husband's non-payment of any single premium payment. In the event of the Wife's remarriage or death, the Husband may discontinue making the premium payments required under the policy and/or he may change the beneficiary designated under the policy by providing the Wife or her estate with ten (10) days advance reasonable notice, in writing, of his intent to do so. Should the Wife be single and unmarried at the time of the policy's expiration, she may extend the term of the policy by personally making all premium payments attendant thereto, and she shall remain designated as the sole and exclusive beneficiary of the policy subject to the conditions set forth above in this paragraph regarding her remarriage or death. The Husband shall provide the Wife with timely written notice advising when the policy is scheduled to expire.


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7.3 **Health Insurance.** The parties acknowledge that the Wife is presently covered under the Husband's health insurance policy through employment. The Husband agrees to take any and all steps as are necessary to continue the Wife's coverage under this policy, including Cobra coverage, and pay all premium expenses for a period of three (3) months from the Effective Date of this Agreement. The Wife shall be fully responsible for all uncovered medical expenses she incurs, including co-payments and deductibles. The terms of this provision are non-modifiable by either party.

8. **Income Tax Consideration.** The parties agree to file a joint federal income tax return for the 1997 tax year. Any refund as a result of said filing shall be split equally between the parties; however, the Husband shall be required to pay One Hundred Percent (100%) of any taxes that might be owed as a result of said filing.

The parties have filed joint tax returns throughout the course of their marriage. The Wife was not involved in preparing or reviewing the financial information supporting the parties' income and deductions claimed on said joint income tax returns. Accordingly, the Husband agrees in all respects to forever indemnify and protect, save and hold harmless, the Wife from any and all liability incurred by virtue of any information furnished by the Husband for the purpose of filing joint income tax returns, including, but not limited to, tax levies, assessments, fines, attorneys' fees, and other like expenses. Further, the Husband shall execute any and all documents as are necessary


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to afford the Wife with "innocent spouse status" for all joint returns filed during their marriage; provided, however, that the Husband shall not be required to execute papers that might inculcate him for any criminal wrongdoing.

9. **Bankruptcy.** No bankruptcy proceedings filed by either party shall discharge the obligating party from fully satisfying any debt or obligation specified in this Agreement. The assumption of the indebtedness and indemnification by the Husband is an integral part of the bargain for support and satisfies a portion of the support agreement in that if said assumption and indemnification had not taken place, the amount of maintenance would have been different in order to provide support necessary to ensure that the daily needs of the Wife are satisfied. Therefore, the assumption of debts and indemnification agreement shall not be considered dischargeable in any bankruptcy proceeding by either party as against the other; however, the contempt powers of the court shall not apply to enforcement of said obligations since said obligations are in the nature of equitable distribution pursuant to §61.075, Florida Statutes.

10. **Prohibition to Pledge Credit.**

10.1 Joint charge accounts or joint lines of credit shall be terminated forthwith by the parties hereto. Each party shall do all that is necessary to inform and notify all past, present or future creditors under said accounts of such cancellation of joint liability.


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

11. **Mediation.** The parties agree that it is in their best interests to resolve any future disputes with regard to the terms and conditions of this Agreement by mediation. Accordingly, they agree that they shall submit any future disputes to mediation prior to seeking resolution through a court of competent jurisdiction. This request for mediation must be in writing to the other party, and a mediation shall be scheduled and completed within 20 days of the request. If mediation is not scheduled and completed within that time, litigation may be commenced.

12. **Execution of Instruments.** Each of the parties hereto agrees to carry out and fulfill their respective covenants contained herein and each agrees to execute and deliver such deeds, documents, or other instruments as may be necessary to effect fulfillment of the matters and things set forth herein.

13. **Reconciliation.** The parties recognize the possibility of reconciliation. However, it is their intention that a reconciliation, temporary or permanent, or further separation after any


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reconciliation, shall in no way abrogate or affect the provisions of this Agreement concerning the settlement and disposition of property rights between the parties.

14. **Subsequent Dissolution of Marriage.** Nothing contained in this Agreement shall be construed to prevent either party from obtaining a dissolution of marriage in the State of Florida. In any such action, each party, provided the other is not in default under this Agreement, shall make no claim for alimony, equitable distribution, attorney's fees, or suit money, except in accordance with the provisions of this Agreement. This Agreement may be offered into evidence by either party in any such action, and if acceptable to the Court, shall be incorporated by reference, but not merged, in the Judgment. This Agreement shall, in all respects, survive the Judgment as an independent contract and be forever binding on the parties. This Agreement may be enforced independently of the Judgment.

15. **Mutual Release.** Except as otherwise provided in this Agreement:

15.1 Each party releases the other from all claims, demands due, debts, rights, or causes of action up to the Effective Date of this Agreement.

15.2 Each party hereby irrevocably releases and relinquishes all claims, rights, and interests which that party may now have or may have hereafter acquired in any property of the other party, whenever and however such property may have been or may be acquired by the said other party. All property owned by either party at the time of their marriage or subsequently acquired,


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separately or together, and owned by the parties or either of them at the time of their separation, has heretofore been equitably divided and apportioned between them and each party hereby ratifies and affirms that division.

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

15.3.1 To elect to take against any will or codicil of the other party now in force. This shall not apply to any wills or codicils executed after the date of this Agreement.

15.3.2 To share in the other party's estate and to exercise any right of dower or curtesy he or she may now have or hereafter acquire in the other party's estate.


15.3.3 To act as administrator or executor of the other party's estate, except only as provided by will or codicil executed after the date of this Agreement.

16. **Representations.** The parties jointly represent:

16.1 That each has made a full and complete disclosure to the other of his or her current financial situation and that each fully understands the implications of said disclosure.

16.2 Each party is fully informed as to his or her rights and obligations. Each party has had legal representation in these proceedings or has had the opportunity to consult with legal


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counsel but declined to do so, and both have signed this Agreement freely and voluntarily and intend to be bound by it.

16.3 Each party understands and agrees that this Agreement supersedes any and all prior agreements between the parties.


16.4 This Agreement represents a complete resolution of all matters in dispute, and that neither party has made any representations, promises, or warranties to the other, except as set forth in this Agreement.

16.5 The financial obligations contained in this Agreement shall be binding on the parties' respective estates, heirs, administrators, legal representatives, executors or assigns.

17. **Severability.** In case any provision of this Agreement shall be held to be contrary to or in violation of the laws of any country, state or jurisdiction, such illegality or invalidity shall not affect in any way the other provisions hereof, and all such provisions shall continue nevertheless in full force and effect; and any provision which is held to be illegal or invalid in any country, state or other jurisdiction shall nevertheless remain in full force and effect in any other country, state or jurisdiction in which such provisions are legal and valid.

18. **Modification.** The modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality of this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this


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Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature. Each party understands that the Court has the power under certain conditions to modify the terms of this Agreement, particularly with reference to matters of support.

19. **Execution.** This Agreement is executed in triplicate and each of such executed triplicate copies shall be deemed to be an original and shall have the same force and effect as if it had alone been executed by the parties.

20. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida.

21. **Interpretation.** This Agreement, while it may have been drafted by counsel for one party, has been negotiated both as to substance and form by both parties. It is not to be construed in favor of or against either party by reason of the stationery upon which it is finalized or by reason of being drafted by counsel for one party.

22. **Incorporation into Final Judgment of Dissolution.** The parties agree that this entire Agreement shall be incorporated, but not merged, by reference into any Final Judgment of Dissolution of Marriage which may be sought by either party in any dissolution of marriage proceeding.


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23. **Consideration.** The above Agreement is made in consideration of the mutual promises contained herein, and of other good and valuable consideration, receipt of which is hereby acknowledged by both parties.

24. **Fairness of Agreement.** The parties declare and acknowledge that the terms contained in this Agreement are equitable, fair and just, and that this Agreement is commensurate with the financial means and social position of both parties.

25. **Tax Advice.** The parties hereby acknowledge and agree that each has had the opportunity to retain his/her own accountant, certified public accountant, tax advisor or tax attorney with reference to the tax implications of this Marital Settlement Agreement.

Further, both parties hereby acknowledge that each has been advised to seek his or her own independent tax advice by retaining an accountant, certified public accountant, tax attorney or tax advisor with reference to the tax implications involved in this Agreement.

Further, the parties acknowledge and agree that their signatures to this Marital Settlement Agreement serve as their acknowledgment that they have read this particular provision and have had the opportunity to seek independent tax advice.

26. **Attorneys' Fees, Costs and Suit Monies.** The Husband agrees to pay all reasonable and necessary attorneys' fees, costs and suit monies incurred by the Wife in any uncontested dissolution of marriage action.


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27. **Captions.** Captions have been used throughout this Agreement for convenience and reference only, and are not intended to and shall not be used in any manner whatsoever in the construction or interpretation of this Agreement or any provisions hereof.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written.

Witnesses as to Wife

Christopher L. Lunt
Joyce E. Quinn

Madeline Z. Collar
MADELINE Z. COLLAR

Witnesses as to Husband

Madeline Z. Collar
Martin L. Bennett

Randy L. Collar
RANDY L. COLLAR

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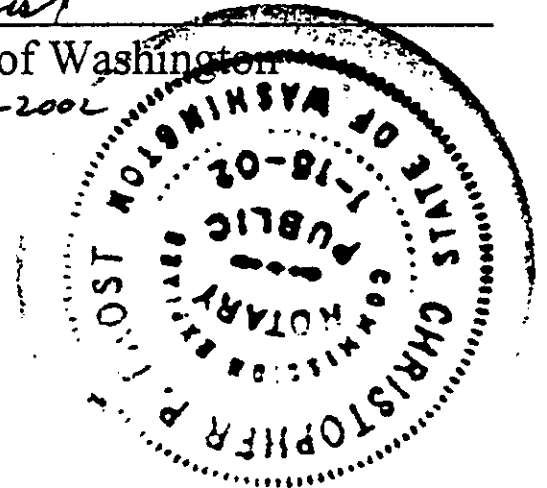
STATE OF WASHINGTON §
COUNTY OF KING §

BEFORE ME the undersigned authority, personally appeared MADELINE Z. COLLAR who is personally known to me or who produced _____ who stated that the foregoing is true.

SWORN TO and **SUBSCRIBED** before me this 15th day of April, 1998.

Christopher P. Just
NOTARY PUBLIC, State of Washington
COMMISSION EXPIRES 1-15-2002

FLORIDA
STATE OF ~~WASHINGTON~~ §
COUNTY OF Broward §



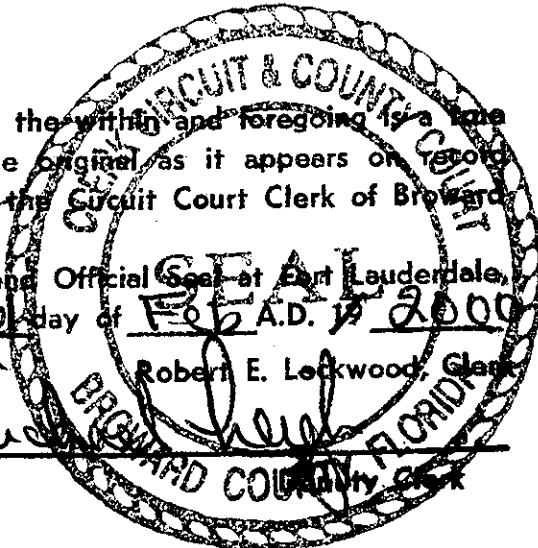
BEFORE ME the undersigned authority, personally appeared RANDY L. COLLAR who is personally known to me or who produced _____ who stated that the foregoing is true.

SWORN TO and **SUBSCRIBED** before me this 16th day of April, 1998.


STATE OF FLORIDA
BROWARD COUNTY

I DO HEREBY CERTIFY the within and foregoing is a true and correct copy of the original as it appears on record and file in the office of the Circuit Court Clerk of Broward County, Florida.

WITNESS my hand and Official Seal at Fort Lauderdale, Florida, this the 2nd day of Feb A.D. 2000



Marcia L. Burnett
NOTARY PUBLIC, State of Washington Florida

 Marcia L. Burnett
My Commission CC893125
Expires October 30, 2001

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

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