

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

IN RE: THE MARRIAGE OF

REYNALDO SILVIO PENA,

Petitioner/Husband,

and

CARMEN PENA,

Respondent/Wife.

CASE NO. 03-34025 FC 33
FAMILY DIVISION

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 25th day of February, 2004
between **CARMEN PENA** ("Wife) and **REYNALDO S. PENA** ("Husband").

WITNESSETH

WHEREAS, the parties were married on August 20, 1983, in Miami-Dade County, Florida; and

WHEREAS, there are two (2) children born of the marriage, one (1) of which is still a minor, to wit: REYNALDO S. PENA Jr. born April 26, 1988 age 15 years, and no other children are contemplated at this time; and the Wife is not pregnant at this time.

WHEREAS, in view of their intention to continue to live separate and apart for the rest of their natural lives, they desire to settle all questions relating to alimony and other support issues between the parties themselves, all children related issues, including all aspects of custody and the residence of the minor children, shared parental

responsibility, child support, as well as any other financial claims or obligations, and property rights existing between them; and

WHEREAS, a proceeding for dissolution of marriage has been filed in the Circuit Court for the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, and the parties mutually agreeing to settle all matters without the need for litigation and

WHEREAS, in view of the fact that the parties mutually agree that neither intends to contest or otherwise oppose the other spouse's desire to secure the dissolution of the bonds of this marriage and the parties hereto desire to settle in all respects all rights, claims and demands arising out of their marital relationship and otherwise; and

WHEREAS, the parties have fully revealed, each to the other, his and her full financial information regarding his and her net worth, assets, holdings, income, liabilities, and expenses making such disclosure to each other; and

WHEREAS, the parties hereto wish to settle their differences without any further discovery, including but not limited to mandatory disclosure pursuant to Rule 12.285, Florida Family Law Rules of Procedure, and each knowingly waives any additional discovery as the parties accept each other's financial disclosure without the necessity of filing Financial Affidavits and accept each others financial disclosure as a true and accurate reflection of their current financial circumstances and condition. Each believes



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that all of the terms and conditions of this agreement are fair and equitable to each other, as well as the minor children; and

NOW THEREFORE, in consideration of the conditions, provisions, obligations and agreements contained herein, the parties mutually and reciprocally agree as follows:

**ARTICLE 1 - ALL PRIOR RECITALS REAFFIRMED HEREIN
AND INCORPORATED BY REFERENCE**

All prior recitals ("WHEREAS" clauses) are incorporated by reference herein as though set out in full and both parties reaffirm all representations, assurances and acknowledgments, set forth therein as an integral part of this Settlement Agreement.

The consideration for this Agreement is the mutual promises and agreements herein contained.

ARTICLE 2 - SEPARATION

The parties shall at all times hereafter continue to live separate and apart from one another. Each shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried except that both parties reaffirm and acknowledge the importance of full compliance with all of the terms and conditions set forth in this Agreement.


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ARTICLE 3 - LEGAL REPRESENTATION

A. Acknowledgment of Legal Representation by the Husband.

The Husband acknowledges that he has been represented by counsel of his own choosing, Ricardo Corona, Esquire, 1320 South Dixie Highway, PH-1275, Coral Gables, FL 33146. In the pending dissolution of marriage proceedings including but not limited to the negotiation and execution of this Marital Settlement Agreement.

B. Acknowledgment of Legal Representation by the Wife.

The Wife acknowledges that she has been represented by counsel of her own selection in the pending dissolution of marriage proceedings including but not limited to the negotiation and execution of this Marital Settlement Agreement. The Wife has been represented by Gregory F. Betancourt, Esquire, 15271 N.W. 60 Avenue, Suite 101 Miami Lakes, Florida 33014.


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 pursuant to the terms of this Agreement, as well as the rights and obligations that each would have to the other if this Agreement was not entered into. Each party further acknowledges their total satisfaction with the terms and conditions set forth herein.


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The Wife acknowledges that her attorney is not an insurer of the terms and conditions of the Agreement; is not an insurer that either party, their heirs or representatives will comply with the provisions of this Agreement; and the Wife further acknowledges that her counsel has not insured or guaranteed that Florida law as it relates to this Agreement will not change in the future. In fact, to the contrary, the Wife further acknowledges that her counsel has advised her that there is always the chance or possibility that Florida law may change in the future either through a change in the Florida Constitution, decisional law or a statutory change through the Florida Legislature. The Wife further understands that even if there is a change in the law in the future as it may relate to the substance of this Agreement or any of its provisions, it cannot be determined with any degree of certainty whether any future change will indeed directly impact all or any portion of this Agreement. The Wife further acknowledges that her counsel shall be under no duty to predict any future change in the law or how it may impact, if at all, the substance or any of the terms of this Agreement.

The Husband acknowledges that he has not received advice from his counsel concerning the tax consequences, if any, of this Agreement but he has had ample opportunity to receive tax advice from an independent certified public account, tax


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attorney or other tax advisor of his choice with regard to the financial and potential tax consequences associated with this Agreement.

The Wife acknowledges that she has not received advice from her counsel concerning the tax consequences, if any, of this Agreement but she has had ample opportunity to receive tax advice from an independent certified public accountant, tax attorney or other tax advisor of her choice with regard to the financial and potential tax consequences associated with this Agreement.

The Wife acknowledges that she has been informed by her counsel of record with respect to Florida law and the power/authority of the Courts in this state under certain conditions as to the modifiability of certain terms of a Marital Settlement Agreement, particularly with reference to matters relating to child custody, parental responsibility and child support.

ARTICLE 4 - KNOWLEDGE OF THE PARTIES

The parties acknowledge that they have read the Agreement. The parties further acknowledge that this Agreement was executed and agreed to with the full understanding of its purpose and meaning; and the execution of this Agreement is the free and voluntarily act of each of the parties hereto. This Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, each party believing the


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terms to be fair, just and reasonable not only for the parties themselves but for the best interests of the minor children.


ARTICLE 5- FULL FINANCIAL DISCLOSURE BY THE PARTIES

A. Husband's Disclosure. The Husband represents that he has made full and complete financial disclosure to the Wife of his income, assets, liabilities, and expenses as they exist as of the time of the execution of this Agreement, and those representations are reasonably accurate with reference to the Husband's financial condition.

B. Wife's Disclosure. The Wife's represents that she has made full and complete financial disclosure to the Husband of her income, assets, liabilities, and expenses as they exist as of the time of the execution of this Agreement, and those representations are reasonably accurate with reference to the Wife's financial condition.

C. Both parties further represent and acknowledge to each other that they wish to affirmatively waive the right to conduct additional discovery because, among other things, they believe this Agreement to be fair, just and reasonable and would like to avoid the financial, as well as the emotional expense, associated with further protracted/acrimonious litigation. The parties further acknowledge that they are


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satisfied with the nature and amount of discovery/disclosure exchanged between the parties.

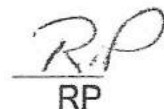
ARTICLE 6 - SHARED PARENTAL RESPONSIBILITY

A. Shared Parental Responsibility. Each of the parties recognizes the deep love, devotion and dedication of the other to their minor children. Each recognizes that the other has a right to and shall fully participate with the other and with the children in all matters pertaining to the children's health, welfare, education and overall upbringing. The parties agree that they shall have shared parental responsibility for the minor children, and that all decisions regarding health, education, religious training and observances, summer camp, vacations, travel arrangements and any other matters arising from or relating to the general welfare and/or upbringing of the minor children shall be made on a joint decision making basis. At no time, except for bona fide emergency medical situations, shall one parent make a unilateral decision regarding the minor children. It is understood and agreed that every aspect of the children's lives shall be discussed between the parents in advance and the parties shall jointly agree on all aspects of the children's welfare and upbringing during their minority.

B. Emergency Medical Decisions. It is understood that some medical decisions must be made on an emergency basis. Should the minor children be with the



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Wife or the Husband when such a medical emergency arises, each shall immediately make every effort to contact the other.

C. Participation. Both parties shall be entitled to participate with and attend, and each shall notify the other of special activities in which the children are engaged, such as religious activities, school programs, sports events and other extracurricular activities and programs and important social events in which the children are involved or may become engaged or involved.

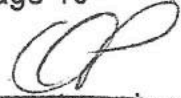
D. Affirmative Duty/Obligation to Encourage Love and Affection. Each of the parties shall exercise, in the utmost of good faith, his and her best efforts at all times to encourage and foster the maximum relations of love and affection between the minor children, the mother and the father. Neither party shall in any way impede, obstruct, nor interfere with the exercise of the other's right of companionship with the children, and neither of them at any time shall disparage or criticize the other parent, nor allow any other to do so, in the presence of the minor child or otherwise.

E. Open Telephonic Communication. When the children are with the other parent, that parent not with the children shall have open and liberal rights of telephone communication with the children.

F. Informed of Whereabouts. Each of the parties shall keep the other informed of the whereabouts of the minor children, especially when he or she is out of


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Miami-Dade County area with either of the parties. ~~Both parties agree that the minor children shall not be permitted to travel anywhere outside of the Miami-Dade/Broward/Palm Beach County, Florida area unless accompanied by either parent or written consent from the other parent has been obtained in advance before any travel arrangements are made with a non-parent individual.~~

G. Notification and Access in the Event of Illness or Accident. Each party agrees that if either of them has any knowledge of any illness or accident or other circumstances seriously affecting the children's health and general welfare, the father or mother, as the case may be, shall promptly notify the other of such circumstances and the party who was notified shall have immediate access to the children, notwithstanding where the children may be. Wherever the children are, each of the parties shall be informed of where he or she can have telephone communication with the child, and shall have the right to have such communication forthwith.

H. Entitlement to Complete Information. Each parent shall be entitled to complete and detailed information from all pediatricians, other physicians, dentists, consultants or specialists attending the minor children for any reason whatsoever and to be furnished with copies of any report given to one or the other parent. Each shall be entitled to complete and detailed information from all teachers, schools, summer camps or other institutions which the child may attend or become associated with in any way



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including religious schools, private tutoring or other academic training. Each of the parents should be furnished with copies of all reports given to the other. Nothing contained herein shall be construed as a waiver of the children's privilege of confidentiality in communications between any physician or mental health professional and the children.

I. Name to be Maintained. Neither of the parties will at anytime for any reason cause the minor children to be known or identified or designated by any name and neither shall permit the designation of "father" or "mother" or their equivalent to be used by the minor children with reference to anyone other than the parties hereto. Furthermore, the parties agree that they shall never refer to any third party such as a boyfriend or girlfriend or stepparent as the child's "father" or "mother" (which includes dad, daddy, mom, mommy, etc.) as those names are specifically and exclusively reserved for the parties herein as the biological parents of the minor children.

ARTICLE 7 – MOTHER IS PRIMARY RESIDENTIAL PARENT

A. The parties agree that CARMEN PENA shall be the primary residential custodian of the parties' minor children. The Wife a primary custodian shall have the responsibility of making day to day decisions for the childrens care, maintenance and welfare. The Mother shall keep the father reasonably informed of her decisions.



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ARTICLE 8 - CHILD SUPPORT

A. The Husband recognizes his obligation to the minor children of the parties for his support and in satisfaction of that obligation agrees that the amount of child support due and owing by the Husband to the Wife upon the execution of this Agreement shall be \$680.33 per month due and payable on the first day of each and every month thereafter until the Husband's obligation terminates on the happening of one of the following events, whichever event shall first occur:

A. The children die; or


B. The children reach the age of eighteen (18). However, if the child is enrolled in and attending high school, but has not completed high school upon reaching the age of eighteen (18), child support shall continue until the child graduates from high school as long as the child is performing in good faith and graduates prior to this nineteenth 19) birthday; or

C. The child becomes self-supporting; or

D. The child marries; or

E. In the event that the Husband obtains full legal custody of the minor child and the minor child is not residing with the Wife.


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ARTICLE 9 - MEDICAL INSURANCE FOR THE MINOR CHILDREN


The Mother agrees to maintain the current health insurance for the minor children. The Father and Mother agrees to split evenly all deductibles and co-pays which are due for the treatment of the children. Any uncovered medical expenses and any orthodontic treatment for the children shall be split equally by the parties. The Mother will give the father any receipts for deductibles and/or co-pays which the Father will then reimburse within thirty (30) days.

ARTICLE 10 - LIFE INSURANCE

The parties agree to maintain life insurance covering their own lives during the minority of the children with benefits of no less than the present value of the amount that will be due and owing to extinguish the Husband's child support obligation. The Husband's life insurance should name the Wife as beneficiary and the Wife's life insurance should name the Husband as beneficiary. Each of the parties shall have the right to contact the other's life insurance company at any time to verify coverage and beneficiary.

ARTICLE 11 - DEPENDENCY EXEMPTION/DEDUCTION

The parties agree that the Mother shall be claiming the minor children on her United States Federal Income Tax Returns for all subsequent years commencing with


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the year 2003. The Father shall cooperate in executing such forms as may be necessary for filing the Federal Income Tax Returns consistent with this provision.

ARTICLE 12 - WAIVER OF ALL ALIMONY AND OTHER SUPPORT CLAIMS

A. Both parties, now and forever, waive and release any and all forms of alimony including any temporary, bridge the gap, rehabilitative, permanent periodic and/or lump sum from the other. The parties acknowledge that this waiver and release is irrevocable and there are no circumstances whatsoever which would allow either to ever seek any form of alimony (or modification) or other financial assistance or benefits from the other party, past, present or in the future.

B. Consistent with this provision confirming both parties' reciprocal waiver of all alimony and spousal support or assistance, this paragraph acknowledges that both parties are separately and solely responsible for their own health care and medical expenses not covered by insurance after the Final Judgment of Dissolution of Marriage is entered. Upon the execution of this Agreement, the cost to maintain or acquire hospitalization/health insurance coverage shall be the sole and separate responsibility of each party for their own insurance coverage. This paragraph is not subject to modification regardless of any future change in circumstances and shall be read in pari materia with the alimony waiver hereinabove.



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ARTICLE 13 - EQUITABLE DISTRIBUTION

A. Properties. Upon execution of this agreement the Husband will tender a check for \$146,214.25 which represents the net proceeds from the sale of the marital home located at 4260 NW 196 Street, Miami, FL 33055. The Wife will execute a quit claim deed in favor of the Husband for the home located at 65 Coral Lane Key Colony Beach, Marathon , Florida. The Husband will be solely responsible for the mortgage on the 65 Coral Lane property. The Husband will attempt to re-finance the 65 Coral Lane property in his own name but if he can not do so he agrees to hold the Wife harmless and indemnify her from any legal action in the future with regards to the property.

B. Furniture/Furnishings/Personalty. The parties agree that all of the household furniture and furnishings owned by the couple have been distributed to each party's satisfaction.

C. Boat. The Husband shall keep the Aquasport in his sole possession.

D. Automobiles. The Husband shall retain for his exclusive use and possession the 1991 GMC pickup, Yamaha motorcycle and Harley Davidson motorcycle. The Wife will retain for her exclusive use and possession a 2003 Toyota Matrix. The Husband agrees to make the car payments on the Toyota Matrix and the insurance payments until the car is paid in full. The Husband shall also make a one time payment to the Wife of twelve thousand dollars (\$12,000.00) within ten days of the



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effective date of this agreement. The twelve thousand dollar payment and the agreement to pay for the Wife's Toyota Matrix are being made in exchange for the Wife's decision to not seek alimony.

E. Bank Accounts. The parties acknowledge that prior to the execution of this Agreement they have established separate bank and brokerage accounts. Each shall retain their separate accounts free of all claims or any interest from the other party as each agrees to waive and release all right, title and interest to any such accounts. All claims for equitable distribution by one party against the other party as to any and all such accounts and holdings are waived now and forever and considered absolutely barred by this Agreement.

F. Other Tangible/Intangible Personal Property. Except as set forth herein, all claims for equitable distribution by one party against the other party are waived now and forever and considered absolutely barred by this Agreement. Neither party shall make any past, present or future claim to any items of tangible or intangible personal property, which are now in the possession, or control of the other or which may be acquired by either party in the future.

G. Designated Separate Property. Except as specifically provided herein, each party may acquire certain real estate in the future. Pursuant to the terms of this agreement, each party hereby waives whatever rights, claims or interest he or she may


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have or may have had, if any, in said property, any interest therein, or otherwise. All claims for equitable distribution, past, present or future by one party against the other party are waived now and forever and considered absolutely barred by this Agreement.

H. RETIREMENT ACCOUNTS. The Wife shall retain her retirement account which currently has a balance of \$13,958.07. The Husband agrees to pay the Wife \$56,706.00 from his retirement account. The Husband had a balance of \$127,373.16 in his retirement account as of 12/31/02. The Husband agrees to pay the Wife half of the monies that accrued in his retirement account for 2003 which will not be known until April 2004. The Husband will provide the wife with a statement in April of 2004 so the Wife can determine what her share of the retirement is. These monies will be payable when the Husband collects his retirement benefits from his employer.

I. DEBTS. Except as may be set forth hereinabove to the contrary, each spouse shall assume their own debt. All debts presently titled in the name of or incurred by the Husband shall be his sole obligation. The Husband shall indemnify and hold the Wife harmless from any and all liabilities which bear his name solely. All debts presently titled in the name of or incurred by the Wife shall be her sole obligation.

Except as is set forth herein, the parties agree that the Husband shall have no further claims of any kind, nature or description, now or forever against any assets of



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the Wife, including but not limited to the Wife's non-marital assets held in trust or attributable to any family inheritance.

In the event either party shall hereafter sell or convey any land now owned or hereafter acquired by either of them individually, and if in such sale or conveyance it shall be required that the other party who owns no actual present interest therein, must join in the execution of the deed, the respective parties agree that they will, upon request, join in the execution of such deed or deeds, without payment or consideration. The provisions of this paragraph shall not be construed as abrogating in any way the provisions made in the preceding paragraphs of this Agreement.

Each of the parties hereto covenants and agrees that at the request of the other party, or in the event of his or her death, at the request of his or her executor, administrator, or other legal representatives, he or she will execute and deliver any and all necessary instruments to carry out the purposes and intent of this Agreement. In the event either party is required to execute documents and fails to do so, then this Agreement and/or the Final Judgment of Dissolution of Marriage shall operate as the instrument of conveyance.

ARTICLE 14- ATTORNEY FEES, SUIT MONIES AND COSTS

Each of the parties hereto agree that they will pay for their own respective attorney's fees, suit monies and costs incurred in connection with this dissolution



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proceeding, as well as accounting fees and all other professional fees, if any, incurred in the representation of them by their respective professionals. In the event of a default under this Agreement, the defaulting party shall be responsible for the non-defaulting party's attorney's fees and costs. Furthermore, in the event of any litigation arising from or relating to this Agreement including any subsequent modification or enforcement action, then the prevailing party shall be entitled to the recovery of all reasonable attorney's fees, suits monies and costs incurred in connection with that litigation, including any appellate fees and costs.

Should either party initiate any future litigation (after the entry of the Final Judgment of Dissolution of Marriage) seeking to enforce and or modify any of the terms or provisions of this Agreement or should there be any litigation whatsoever arising from or relating to this Agreement, then the prevailing party in any such subsequent litigation shall be entitled to recover from the losing party reasonable attorney's fees, suit monies and costs at both the trial court and appellate levels.

ARTICLE 15 - EFFECT OF RECONCILIATION

This Agreement shall remain in force and effect even if the parties effect reconciliation, cohabit as Husband and Wife or attempt to reconcile.


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ARTICLE 16 - EXECUTION OF NECESSARY DOCUMENTS

Each party shall, upon the request of the other, execute, acknowledge and deliver any and all papers or documents or other instruments of release or conveyance, as may be necessary to enable the other party to effectuate the foregoing provisions of this Marital Settlement Agreement. Should either party fail or refuse to cooperate and not sign necessary documents then it is understood and agreed that the parties' Final Judgment of Dissolution of Marriage incorporating this Marital Settlement Agreement shall operate as the instrument of conveyance or release as authorized by Florida law.

ARTICLE 17 - ENTIRE AGREEMENT

Each of the parties understands and agrees that this Marital Settlement Agreement constitutes the entire contract of the parties. This Agreement supercedes any prior understandings or agreements between the parties upon the subjects covered in this Agreement. There are no representations or warranties between the parties other than that which is set forth herein.

The parties agree that no modification or waiver of any of the said terms of this Agreement shall be valid unless in writing and executed with the same formalities as this Agreement. Both parties have been made aware of certain decisional law that may allow for an oral modification entered into after the execution of this Agreement or that the law of this State may otherwise recognize that a written instrument may be modified


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by the parties engaging in a course of dealing subsequent to the execution of this Agreement that is contrary to one or more of the terms of this Agreement. Should the parties ever be in any contested proceeding, particularly with regard to any modification or subsequent enforcement proceeding involving the validity of this entire Agreement or the enforceability of any of its terms or modification of any term. Both parties acknowledge and represent to one another that no claims or defenses shall be raised by either party contending that this Agreement is no longer valid or enforceable or any of its terms, because there was a subsequently entered into oral agreement or because of any future dealings or otherwise between the parties. The only way that this Agreement is intended to be terminated, revoked or modified is by both parties executing a subsequent written instrument with the same formalities as exist with this document. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement shall not be deemed as a waiver or relinquishment of any rights.

ARTICLE 18- JOINT/GENERAL RELEASE

Except as herein provided, each party does hereby release, discharge and exonerate the other of and from any and all causes of action, claims, demands, debts


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and liabilities, of each and every kind and character arising out of their relationship from the beginning of time to the entry of the Final Judgment of Dissolution of Marriage.

ARTICLE 19 - WAIVER OF DOWER AND INHERITANCE RIGHTS

Each of the parties renounces and waives any and all right:

- A. Inherit any part of the estate of the other at his or her death, except for any charges against the estate as provided in this Agreement;
- B. Receive property from the estate of the other by bequest or devise, except under a Will or Codicil dated subsequent to the effective date of this Agreement;
- C. Act as a personal representative of the estate of the other on intestacy (unless nominate by another party legally entitled to so act); and
- D. An elective share and/or dower in any property both real and personal, previously owned, now owned or hereafter owned, by either of them.

ARTICLE 20- INCORPORATION INTO FINAL JUDGMENT/SURVIVAL OF AGREEMENT

This Marital Settlement Agreement shall be offered into evidence in the pending dissolution of marriage action between the parties as the full and final Marital Settlement Agreement of the parties respecting property settlement, alimony, maintenance and any and all other questions, rights, obligations, benefits and privileges of the parties including with respect to all child related financial and non-financial issues and claims.

The Court shall be requested to approve this Agreement and, if approved, this Marital



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Settlement Agreement shall be incorporated into and made a part of any Final Judgment of Dissolution of Marriage as the Court's Order. However, notwithstanding incorporation into the Final Judgment, this Agreement shall not be merged in it but shall survive the Final Judgment and be binding on the parties for all time.

ARTICLE 21 - BINDING EFFECT OF AGREEMENT

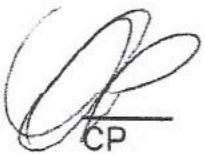
All provisions of this Marital Settlement Agreement unless expressly designated otherwise, shall be binding upon the parties hereto, their respective personal or legal representatives, heirs, next of kin, executors, administrators or assigns.

ARTICLE 22 - CO-AUTHORSHIP

The rule of contract construction that ambiguities are to be construed in favor of the non-drafting party shall not be applied in the construction of this Agreement as this Agreement shall be considered "co-authored and jointly prepared".

ARTICLE 23- NON-SEVERABILITY

This Agreement is nonseverable. The consideration for this Agreement is interrelated and critical to all terms and conditions contained herein. If any portion or section of the Agreement is unenforceable, then the parties agree to forfeit all benefits provided under this Agreement and that the status quo as it existed before entry of the Agreement shall be restored in full. To the extent that the Husband has received anything of value pursuant to the terms of the Agreement, he shall reimburse and/or



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return to the Wife all such monetary relief and other benefits received by him upon any determination that one or more of the provisions of this Agreement are unenforceable.

ARTICLE 24 - FLORIDA LAW GOVERNS


It is the intention and the desire of the parties that this Marital Settlement Agreement shall be interpreted in accordance with and governed by the laws of the State of Florida.

ARTICLE 25 - EFFECTIVE DATE

The effective date of this Agreement shall be the date both parties have executed this agreement.

ARTICLE 26-VISITATION

The Husband shall have frequent and liberal visitation with the children of the marriage which will include telephone contact. The Wife will in no way impede said visitation.

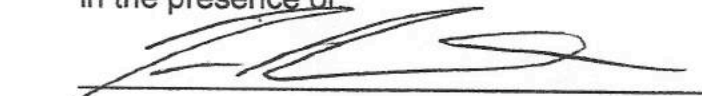

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IN WITNESS WHEREOF, the parties hereto have hererunto set their hands and seals

this 25th day of February, 2004.

Signed, sealed and delivered
in the presence of:




CARMEN PENA




REYNALDO SILVIO PENA

STATE OF FLORIDA
:SS
COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared, **CARMEN PENA**, personally known to me or produced DL P500-10054-845-0 as identification, under penalties of perjury and having been sworn under oath, verifies that the above contents and information are true and correct to the best of her personal knowledge and that she executed this document on the 18th day of February, 2004.

WITNESS my hand and seal in the State and County aforesaid this 18th day of February, 2004.

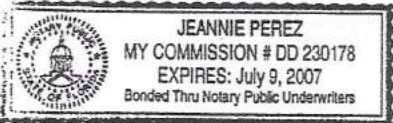


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My Commission Expires:

NOTARY PUBLIC, State of Florida



STATE OF FLORIDA
COUNTY OF DADE SS:

BEFORE ME, the undersigned authority, personally appeared, **REYNALDO SILVIO PENA**, personally known to me or produced P500-737-60-141-0 as identification, under penalties of perjury and having been sworn under oath, verifies that the above contents and information are true and correct to the best of his personal knowledge and that he executed this document on this 25th day of February, 2009.

WITNESS my hand and seal in the State and County aforesaid this 25th day of February, 2009.

A handwritten signature in black ink, appearing to be "Ricardo R. Corona", written over a horizontal line.

My Commission Expires:

NOTARY PUBLIC: State of Florida



Ricardo R. Corona
MY COMMISSION # DD119764 EXPIRES
May 21, 2006
BONDED THRU TROY FAIN INSURANCE, INC.