

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
UCN 522007010177XXDFD
REFERENCE NO. 07-10177-FD-23

IN RE: THE MARRIAGE OF:

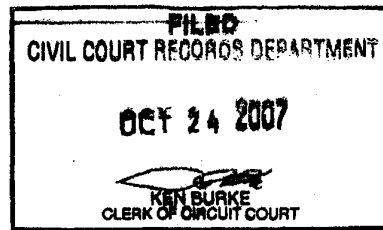
OLIVER T. BERNSDORFF,

Petitioner/Husband,

and

JENNIFER R. BERNSDORFF,

Respondent/Wife.



FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE coming on before the presiding Judge on the 24th day of October, 2007 upon the Petition for Dissolution of Marriage of the Husband herein, the Husband appearing with counsel and the Wife waiving appearance, the Court having heard the testimony of the Petitioner, and being otherwise advised in the premises finds that:

1. The parties were married on June 11, 1999 in Pinellas County, Florida.
2. The Petitioner was a bona fide permanent resident of the State of Florida for more than six (6) months prior to the filing of the Petition for Dissolution of Marriage and has been a continuous resident of Pinellas County, Florida.
3. There have been two (2) minor children born of this marriage, to wit: OLIVIA BERNSDORFF, date of birth December 20, 2002, and MAGNUS BERNSDORFF, date of birth February 16, 2005.
4. The parties entered into a Marital Settlement Agreement dated August 24, 2007, as well as an Addendum to Marital Settlement Agreement dated October 24, 2007.
5. This Court has jurisdiction over the parties and the subject matter of this action.

6. The marriage between the parties is irretrievably broken due to irreconcilable differences.

Based upon these findings, it is

ORDERED AND ADJUDGED that:

- A. The marriage of the parties is hereby dissolved because it is irretrievably broken.
- B. The Husband shall be granted primary residential custody of the two (2) minor children born of the marriage.
- C. The Husband is employed by the Pinellas County School District/St. Petersburg College as a professor and the Wife is currently employed by The Hospice of Florida Suncoast. The Husband's net monthly income is calculated at approximately \$2,878.01 and the Wife's net monthly income at approximately \$1,427.23. There are day care costs of \$1,000.00 per month, and health insurance costs of \$300.00 per month, which are paid by the Husband. Beginning September 26, 2007 and continuing until the minor children reach the age of majority *[eighteen (18) years or between the ages of eighteen (18) and nineteen (19) years but enrolled as bona fide students in high school with a reasonable expectation of graduation before their 19th birthday]*, die, or are otherwise emancipated, whichever occurs first, the Wife shall pay child support in the amount of \$801.90 per month. The Wife shall make these child support payments through the State of Florida Disbursement Unit, P. O. Box 8500, Tallahassee, FL 34314-8500, plus an additional service charge, until such time as an Income Deduction Order can be entered by the Court and processed by the Wife's employer. When the older minor child reaches the age of majority, the Wife's child support obligation for the younger minor child shall be recalculated pursuant to Florida Statutes.
- D. The Marital Settlement Agreement of the parties dated August 24, 2007 and the Addendum to Marital Settlement Agreement dated October 24, 2007, attached hereto and made a part hereof, are hereby ratified and confirmed, and the parties are ordered to comply with the terms thereof.
- E. The Court retains jurisdiction for the purpose of entering such further relief as may be necessary with respect to enforcing or modifying the terms and conditions of the executory provisions of the Marital Settlement Agreement entered into by the parties and the Final Judgment of Dissolution.

DONE AND ORDERED, in Chambers, at Clearwater, Pinellas County, Florida this 24th day of October, 2007.



Circuit Court Judge

Copies furnished to:
James R. Stearns, Esquire
Jennifer R. Bernsdorff

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IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
UCN 522007 _____ XXDFD
REFERENCE NO. 07- _____ -FD- _____

IN RE: THE MARRIAGE OF:

OLIVER T. BERNSDORFF,

Petitioner/Husband,

and

JENNIFER R. BERNSDORFF,

Respondent/Wife.

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, executed August 24, 2007 by and between the Petitioner/Husband, OLIVER T. BERNSDORFF (hereinafter referred to as "Husband"), and the Respondent/Wife, JENNIFER R. BERNSDORFF (hereinafter referred to as "Wife"):

WHEREAS, the Husband and Wife married each other on June 11, 1999, in Dunedin, Pinellas County, Florida; and

WHEREAS, the Husband and Wife believe that their marriage is irretrievably broken and that marriage counseling would serve no useful purpose; and

WHEREAS, two (2) children were born of this marriage: OLIVIA BERNSDORFF, date of birth December 20, 2002; and MAGNUS BERNSDORFF, date of birth February 16, 2005, and the Wife is not now pregnant; and

WHEREAS, the Husband and Wife wish to define their respective rights and responsibilities following the dissolution of their marriage insofar as these concern their minor children, their real and personal property, and their obligation to contribute financial support; and


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WHEREAS, the Husband and Wife have fully disclosed to each other the identity and value of all property within his or her possession or control, the identity and balance of all debt for which either or both is liable, and the amount of income to which he or she is entitled, recognizing that any material and intentional failure to disclose is grounds for setting aside this Marital Settlement Agreement; and

WHEREAS, each has freely and voluntarily entered into this Marital Settlement Agreement without duress or coercion from the other after due and careful consideration of his and her present and future financial needs and abilities and after having had the opportunity to consult attorneys concerning the current status of Marital and Family Law in Florida as well as financial experts concerning the tax ramifications of transfers of property, debt, and income herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the Husband and Wife agree as follows:

**ARTICLE I
SEPARATE LIVES**

The parties shall at all times hereafter continue to live separate and apart, free from interference by each other. Each party may live in such place or places as he or she shall elect, and each shall be free from the control and authority of the other. Neither of the parties hereto shall in any way or manner annoy, molest, disturb or otherwise interfere with the other party, or his or her separate affairs, businesses, conduct and property.

**ARTICLE II
SHARED PARENTAL RESPONSIBILITY
AND PRIMARY RESIDENTIAL RESPONSIBILITY**

The Husband and Wife shall share parental responsibility for the minor children pursuant to Section 61.13, Florida Statute. Accordingly, the Husband and Wife shall work together in the best interest of the minor children, recognizing that they have rights and responsibilities as follows:

- A. **Responsibilities of Both Primary and Secondary Residential Parents:**
 - 1. Each parent shall foster and encourage a positive relationship between the child and the other parent.


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2. Each parent shall refrain from making unflattering or derogatory remarks to or regarding the other parent in the presence of the children.
 3. Each parent shall, insofar as it does not conflict with his or her value system, support the other parent's expectations of the children's behavior, each recognizing that the fact that they share different views does not necessarily mean that either individual is an abusive parent or that the children may immaturely perceive an advantage in soliciting the sympathy of the other parent.
 4. Each parent shall promptly respond to the other parent's communications regarding his or her concerns for the children.
 5. Each parent shall immediately advise the other parent of the necessity for non-routine health care necessitated by any event which occurs while he or she is exercising primary or secondary residential responsibility of the minor children.
 6. Neither parent shall make a major decision regarding the health, education, or general welfare of the minor child without first consulting with the other parent, recognizing that his or her failure to include the other parent in all major decisions may provide grounds for seeking a court determination of which parent shall have ultimate responsibility for making all major decisions concerning the minor child in any of these areas.

B. Responsibilities of Primary Residential Parent:

1. The Husband shall assume primary residential responsibility for the minor children.
2. The Husband shall assume responsibility for one-half of all reasonable and necessary medical, prescriptions, co-payments, dental, orthodontic, ocular, and psychological/psychiatric expenses incurred for the benefit of the minor children and not otherwise reimbursed by the Husband's insurance carrier.
3. During the period when the Wife is scheduled to exercise visitation, the Husband shall not without the Wife's consent intentionally plan any activities for the children which conflict with this visitation.


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4. The Husband currently has a \$300,000 term life insurance policy through his employment, which he shall maintain for the benefit of the minor children or a trust created for the minor children.
 5. The Husband shall keep the Wife informed as to the physical, social, educational, and emotional development of the children, including but not limited to forwarding report cards, PTA notices, school announcements, Little League schedules, etc., to the Wife within a time period reasonably calculated to afford the Wife the opportunity to participate in the minor children's educational and recreational activities.
 6. The Husband shall, in the event health care providers and/or educators do not acknowledge the principles of Shared Parental Responsibility, execute any and all releases necessary to afford the Wife free and unhampered access to all records pertaining to the children.

C. Responsibilities of the Secondary Residential Parent:

1. The Wife shall assume secondary residential responsibility of the minor children.
2. The Husband is employed by the Pinellas County School District/St. Petersburg College as a professor and the Wife is currently unemployed. The Husband and Wife agree to child support pursuant to the Child Support Guidelines, with the understanding that the Wife shall initially pay \$200 per month for a period of no more than six (6) months, or until the Wife obtains gainful employment, whichever first occurs. The parties agree to exchange Financial Affidavits and pay stubs to recalculate the child support pursuant to the Child Support Guidelines upon the Wife's obtaining employment or upon this six (6) month period, with the understanding that the parties will impute income to the Wife at an amount equal to at least minimum wage if the Wife is not yet employed. All increases in child support shall be retroactive to the date of the Wife's employment. There are currently no day care costs, but the Wife agrees as additional child support to pay one-half of all day care costs in addition to the \$200 per month, unless and until the child support is recalculated pursuant to the Child Support Guidelines.


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3. The Husband shall continue to provide health insurance coverage for the benefit of the minor children for so long as it is reasonably available through his employment. The Wife shall assume responsibility for one-half of all reasonable and necessary medical, prescriptions, co-payments, dental, orthodontic, ocular, and psychological/psychiatric expenses incurred for the benefit of the minor children which are not reimbursed by the Husband's insurance carrier, indemnifying and holding the Husband harmless.

4. The Wife shall obtain a \$100,000 term life insurance policy within six (6) months of the execution of this Marital Settlement Agreement, which she shall maintain for the benefit of the minor children or a trust created for the minor children.

5. The Husband shall be entitled to claim the minor children as dependency exemptions under Section 152(e) of the Internal Revenue Code.

6. The Wife shall be entitled to exercise all reasonable and liberal unsupervised visitation with the minor children upon two (2) hours notice to the Husband. The parties contemplate that the Wife shall have extensive contact and visitation with the minor children. The Husband agrees to cooperate with any reasonable request for contact between the minor children and the Wife. There shall be no specific guidelines, unless there is a dispute between the parties concerning the visitation. In the event of such dispute, the parties shall utilize schedules associated with the Shared Parental Contact Guidelines, attached hereto as Exhibit "A".

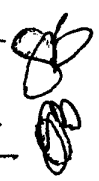
~~(The parties further stipulate and agree that there shall be no overnight visitation or contact between the children and any new girlfriend/boyfriend of either party until the relationship between the parent and this individual is established for a six (6) month period or marriage.)~~ In addition, the Wife shall be entitled to the following holiday visitation:

- a. Alternating long weekends such as Memorial Day, Fourth of July and Labor Day.
- b. One-half Spring Break (alternating Easter day).
- c. Two weeks during the minor children's summer vacation from school.


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- d. Alternating one (1) week during the minor children's Christmas break from school with each parent spending one-half of Christmas Day (at 2:00 p.m.) with the minor children to begin the day school is out until Christmas Day and from Christmas Day at 2:00 p.m. until the day before school begins.
- e. Thanksgiving day shall be alternated each year.
- f. Father's Day shall be spent with the Father and Mother's Day shall be spent with the Mother.
- g. Birthdays. One-half day with each party if the child's birthday falls on a weekend.

7. The Wife shall recognize that conveying information regarding the children's lives is a mutual obligation. Should the Wife have concerns regarding the academic, social, or emotional development of the children, the Wife shall contact the appropriate school, doctor, or other individual regarding these concerns. The Wife shall not rely totally upon the Husband to supply all of the information that the Wife deems necessary regarding the care and development of the children.

**ARTICLE III
EQUITABLE DISTRIBUTION OF
MARITAL ASSETS AND LIABILITIES**

A. **Marital Residence:** The Wife hereby waives any and all right, title, and interest in the former marital residence located at 2068 Powderhorn Drive, Clearwater, Pinellas County, Florida, and legally described as follows:

Lot 58, WALDEN WOODS, according to the map or plat thereof as recorded in Plat Book 70, Page 49, of the Public Records of Pinellas County, Florida
Parcel ID No. 02/29/15/94545/000/0580

Title to such property is currently in the Wife's name and the name of the Husband's mother, Jutta E. Bernsdorff, due to certain liability issues. The parties agree that the approximate fair market value of the marital home is \$200,000 with an approximate mortgage balance of \$96,000. The Wife shall execute any


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appropriate Quit Claim Deeds (to the Husband and/or the Husband's mother) to accomplish her waiver of any and all interest in such property, with the understanding that the Husband shall assume responsibility for the mortgage, liens, real property taxes, insurance, assessments, repairs, maintenance, and costs relating to the transfer of ownership indemnifying and holding the Wife harmless. The desire is that the Husband and the minor children shall continue to reside in such property as long as reasonably possible, so that there is consistency with the residence of the minor children. The Husband is not financially able to refinance the mortgage, but agrees to hold the Wife harmless on all obligations associated with the home. The Husband shall have exclusive possession of the marital home as of November 1, 2007. The Wife shall therefore vacate the marital home on or before November 1, 2007.

- B. State of Florida Retirement Benefits:** The Husband has been vested approximately thirteen (13) years in the State of Florida Retirement. The parties have been married for in excess of eight (8) years. The Wife understands and appreciates that one-half (½) of the retirement benefits accumulated through the State of Florida by the Husband during the marriage is considered a marital asset. The Wife has been granted the opportunity to review any statements, valuations and other documentation concerning the nature and value of such retirement benefits. The Wife waives any and all entitlement to such investment, and the Husband shall be entitled to all right, title and interest in such retirement benefits.
- C. Bank Accounts:** Each party shall retain as his and her sole and separate property the bank accounts in his and her individual name.
- D. Automobiles:** The Husband shall upon the execution of this Marital Settlement Agreement transfer to the Wife his interest in the 2002 Hyundai Elantra, which is owned free and clear. The Wife shall upon the execution of this Marital Settlement Agreement transfer to the Husband her interest in the 1992 Toyota van, which is owned free and clear. Each party shall thereafter assume responsibility for all expenses associated with his or her automobiles, including but not limited maintenance and insurance, indemnifying and holding the other party harmless.
- E. Personal Property:** The Wife has provided a list, which is attached hereto as Exhibit "B". The Wife shall be entitled to all personal property and furniture on such list, and the Husband shall be entitled to all other personal property and furniture currently in his possession or control in the former marital home.


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F. **Marital Debts:**

1. **Credit Cards:** Each party shall assume responsibility for his and her own individual credit cards, indemnifying and holding the other harmless. There is approximately \$50,000 in marital consumer debt from credit cards. The Husband shall be responsible for the consumer debt or be responsible for discharging such debts in bankruptcy.
2. **Student Loans:** Each party shall assume responsibility for his and her own individual student loans. The Husband's student loans are approximately \$135,000 and the Wife's student loans are approximately \$56,000. The Husband has an additional Sallie Mae privately funded student loan of approximately \$33,000. The Husband shall be responsible and hold the Wife harmless on his individual student loans. The Wife shall be responsible and hold the Husband harmless on her individual student loans.
3. **Income Taxes:** The parties acknowledge that there are certain significant tax liabilities during the marriage. There is approximately \$27,000 in federal income tax liabilities from 1999 to 2003. The Husband shall be responsible for discharging this federal tax liability and holding the Wife harmless on such obligations, in exchange for the Wife's waiver of the Husband's retirement benefits and equity in the former marital home.
4. **Miscellaneous Debts:** Except as otherwise specifically provided herein, each party shall assume responsibility for all debts he or she individually incurred prior to entry of a Final Judgment of Dissolution of Marriage, indemnifying and holding the other party harmless.
5. **Indemnification:** Despite each party's agreement to indemnify and hold the other party harmless, each party recognizes that the parties cannot, pursuant to an agreement between the two of them, obliterate the rights of creditors who are not parties to this agreement. Therefore, in the event either party defaults on his or her obligations as set forth above and creditors pursue their rights against the other party, including but not limited to satisfaction of judgments and attorney's fees and costs, the defaulting party shall indemnify and hold the other party harmless.


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- 6. **Post-Dissolution Debts:** Neither party shall hereafter pledge nor engage the credit of the other and neither shall incur nor contract any debt or obligation upon which either his or her estate could be held liable.

**ARTICLE IV
SPOUSAL SUPPORT AND INHERITANCE**

- A. **Waiver of Alimony:** Each party shall forever waive all claims against the other for spousal support, including but not limited to, permanent periodic alimony, rehabilitative alimony and lump sum alimony for support.
- B. **Waiver of Rights of Survivorship:** Except as specifically provided herein, each party further waives all rights he or she now has or may hereafter acquire as the other party's spouse under the present or future laws of any jurisdiction to share in the other party's estate, to act as executor or personal representative of the other party's estate or to take against any will or codicil of the other party.

**ARTICLE V
WAIVER OF FURTHER FINANCIAL DISCLOSURE AND NOTICE**

The parties waive all further financial disclosure pursuant to the Florida Family Law Rules of Civil Procedure. Furthermore, the parties hereby waive notice of any and all further proceedings, including appearance at Final Hearing of Dissolution of Marriage, except desire a copy of the Final Judgment of Dissolution of Marriage in this case. The parties further hereby stipulate and agree to waive the thirty (30) day notice of trial and order for trial required pursuant to Florida Rules of Civil Procedure.

**ARTICLE VI
ATTORNEY'S FEES, SUIT MONEY AND COSTS**

- A. **Marital Fees:** The Husband shall be responsible for all attorney's fees and costs in drafting of the Marital Settlement Agreement and filing of a Petition for Dissolution of Marriage, with the understanding that the Wife shall be responsible for any individual attorney's fees or costs which she incurs.
- B. **Post-Dissolution Fees:** If it becomes necessary for either party to petition the Court to enforce any provision contained herein, the Court should award the prevailing party reasonable attorney's fees, suit money and court costs incurred in enforcing this Agreement, plus interest at the statutory rate.


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**ARTICLE VII
EFFECTUATION OF AGREEMENT**

- A. Dissolution of Marriage:** Although the parties entered this Agreement in contemplation of dissolution of marriage, the parties do not intend to promote dissolution of marriage nor directly or indirectly facilitate it. Nevertheless, either party may offer this Marital Settlement Agreement in any action for dissolution of marriage. If approved by the Court, the Court may incorporate by reference this Marital Settlement Agreement into the Final Judgment of Dissolution of Marriage; however, the Court should not merge this Marital Settlement Agreement into the Final Judgment but should allow this Marital Settlement Agreement to survive the Final Judgment and forever bind the parties. Furthermore, the Court should insert in the Final Judgment a reservation of jurisdiction for the purpose of enforcing the executory provisions of this Agreement.
- B. Reconciliation:** The parties expressly intend that this Marital Settlement Agreement defines their financial rights and responsibilities as to each other now and forever; in the event the parties reconcile, resuming normal marital relations, they do not intend to abrogate this Agreement; but, absent execution of an agreement renouncing and rescinding this Marital Settlement Agreement in the same manner as this agreement was executed, intend that the Court shall regard this agreement in any subsequent dissolution of marriage between the parties as a full and final settlement of the parties' marital rights and responsibilities. Any property or debt acquired or incurred after the execution of this Agreement shall remain the sole and separate property or debt of the party who acquired or incurred it. In the event the parties thereafter acquire property or incur debt jointly, the Court shall distribute this joint property and/or debt in equal shares to the parties.
- C. Other Agreements:** This Marital Settlement Agreement contains the entire understanding between the parties. Although either party may petition the Court to modify the terms and provisions of this agreement as permitted under existing Florida law, the Court should not approve any modifications to this Agreement by the parties except as otherwise specifically provided herein unless they submit an acknowledged writing executed by both parties, the parties' intention being that no oral modifications shall bind the parties. This Marital Settlement Agreement also replaces any prior negotiations or agreements of the parties.


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- D. **Execution of Documents:** Each party shall execute and deliver to the other any documents reasonably necessary to effectuate this Agreement. If either party fails to comply with this provision, this Marital Settlement Agreement shall constitute an actual grant, assignment and conveyance of property rights with such force and effect necessary to effectuate the intention of this Marital Settlement Agreement.
- E. **Separable Provisions:** Each provision in this Marital Settlement Agreement is separable. In the event the Court finds any provision invalid for any reason, each and every other provision shall remain in full force and effect.
- F. **Governing Law:** Florida law as of the date of execution of this Marital Settlement Agreement shall govern the enforcement and modification, if any, of this Marital Settlement Agreement.

YOU SHOULD READ THIS AGREEMENT CAREFULLY. THIS IS AN IMPORTANT LEGAL DOCUMENT THAT WILL AFFECT YOUR LEGAL RIGHTS NOW AND IN THE FUTURE. PLEASE DO NOT SIGN THIS UNLESS YOU COMPLETELY UNDERSTAND THE CONTENTS AND ARE WILLING TO BE BOUND BY IT.

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

Kathleen Buell
 Witness
K. Buell
 Print

[Signature]
 OLIVER T. BERNSDORFF

[Signature]
 Witness
Crystal Pandorf
 Print

STATE OF FLORIDA
 COUNTY OF PINELLAS

Sworn to and subscribed before me, the undersigned authority, personally appeared OLIVER T. BERNSDORFF, who is personally known to me or who has produced

[Signature]
 Initials

[Signature]
 Initials

FL Drivers License for identification, he acknowledges that he signed the foregoing instrument for the purposes therein expressed and he did take an oath on this ___ day of August, 2007.



Crystal M Pandorf
Notary Public

Crystal M Pandorf
Print

My commission expires: 9/01/08

Kes Suen
Witness

Kathleen Burt
Print

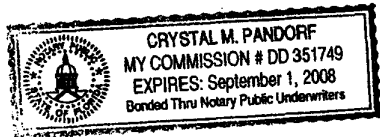
Jennifer R. Bernsdorff
JENNIFER R. BERNSDORFF

Crystal Pandorf
Witness

Crystal Pandorf
Print

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me, the undersigned authority, personally appeared JENNIFER R. BERNSDORFF, who is personally known to me or who has produced FL Drivers License for identification, she acknowledges that she signed the foregoing instrument for the purposes therein expressed and she did take an oath on this 24 day of August, 2007.



Crystal M Pandorf
Notary Public

Crystal M Pandorf
Print

My commission expires: 9/01/08

JS
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JRB
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IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
UCN 522007010177XXFDFD
REFERENCE NO. 07-10177-FD-23

IN RE: THE MARRIAGE OF:

OLIVER T. BERNSDORFF,

Petitioner/Husband,

and

JENNIFER R. BERNSDORFF,

Respondent/Wife.

ADDENDUM TO MARITAL SETTLEMENT AGREEMENT

THIS ADDENDUM TO MARITAL SETTLEMENT AGREEMENT, executed the 24 day of October, 2007 hereby amends specific terms of the Marital Settlement Agreement of August 24, 2007 by and between the Petitioner/Husband, OLIVER T. BERNSDORFF (hereinafter referred to as "Husband"), and the Respondent/Wife, JENNIFER R. BERNSDORFF (hereinafter referred to as "Wife"):


WHEREAS, the Husband and Wife voluntarily entered into a Marital Settlement Agreement of August 24, 2007; and

WHEREAS, the Husband and Wife mutually agree that certain specific provisions of the Marital Settlement Agreement shall be modified as noted herein; and

WHEREAS, all other terms of the Marital Settlement Agreement of August 24, 2007 shall remain in full force and effect unless specifically modified herein.

NOW, THEREFORE, the parties agree to amend the Marital Settlement Agreement as follows:

- A. Article II(C)(2) shall be amended to read as follows:


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2. The Husband is employed by the Pinellas County School District/St. Petersburg College as a professor and the Wife is currently employed by The Hospice of Florida Suncoast. The Husband's net monthly income is calculated at approximately \$2,878.01 and the Wife's net monthly income at approximately \$1,427.23. There are day care costs of \$1,000.00 per month, and health insurance costs of \$300.00 per month, which are paid by the Husband. Beginning September 26, 2007 and continuing until the minor children reach the age of majority [eighteen (18) years or between the ages of eighteen (18) and nineteen (19) years but enrolled as bona fide students in high school with a reasonable expectation of graduation before their 19th birthday], die, or are otherwise emancipated, whichever occurs first, the Wife shall pay child support in the amount of \$801.90 per month. The Wife shall make these child support payments through the State of Florida Disbursement Unit, P. O. Box 8500, Tallahassee, FL 34314-8500, plus an additional service charge, until such time as an Income Deduction Order can be entered by the Court and processed by the Wife's employer. When the older minor child reaches the age of majority, the Wife's child support obligation for the younger minor child shall be recalculated pursuant to Florida Statutes.
- B. All other terms of the Marital Settlement Agreement of the parties dated August 24, 2007 not modified herein shall remain in full force and effect.

YOU SHOULD READ THIS AGREEMENT CAREFULLY. THIS IS AN IMPORTANT LEGAL DOCUMENT THAT WILL AFFECT YOUR LEGAL RIGHTS NOW AND IN THE FUTURE. PLEASE DO NOT SIGN THIS UNLESS YOU COMPLETELY UNDERSTAND THE CONTENTS AND ARE WILLING TO BE BOUND BY IT.

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

Jutta Bernsdorff
 Witness
Jutta Bernsdorff
 Print

Oliver T. Bernsdorff
 OLIVER T. BERNSDORFF

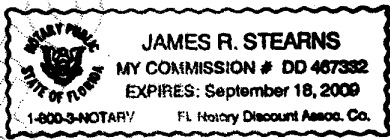
[Signature]
 Witness
James R. Stearns
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[Signature]
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[Signature]
 Initials

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me, the undersigned authority, personally appeared OLIVER T. BERNSDORFF, who is personally known to me or who has produced _____ for identification, he acknowledges that he signed the foregoing instrument for the purposes therein expressed and he did take an oath on this 24 day of October, 2007.



[Signature]
Notary Public
James R. Stearns
Print

My commission expires:

[Signature]
Witness
Suejung Castro
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[Signature]
JENNIFER R. BERNSDORFF

[Signature]
Witness
[Signature]
Print

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me, the undersigned authority, personally appeared JENNIFER R. BERNSDORFF, who is personally known to me or who has produced Hospice ID for identification, she acknowledges that she signed the foregoing instrument for the purposes therein expressed and she did take an oath on this 22 day of October, 2007.

[Signature]
Notary Public

Print

My commission expires:
DANIELLE N. GOLDSTONE
Notary Public, State of Florida
My Comm. Expires Oct. 1, 2011
No. DD726599

[Signature]
Initials

[Signature]
Initials