Collaborative Law
Participation Agreement
(If Children are included, include III)

ANDRIAN BENAVIDES
----------and

MIGUEL DE BENAVIDES
----------"the Parties"

And their Lawyers:

SANZONE RANDOLPH
----------and

MICHAEL BLAKE
----------"the Lawyers"

have chosen to enter into this Agreement to use the principles of the Collaborative Law Process to settle the issues arising from the dissolution of their relationship.

I. Purpose

The primary goal of the Collaborative Law Process is to settle the outstanding issues in a non adversarial manner. The Parties aim to minimize, if not eliminate, the negative economic, social and emotional consequences of protracted litigation to themselves and their family. The Parties have retained Collaborative lawyers to assist them in reaching this goal.

II. Communication

The Parties intend to effectively communicate with each other to efficiently and economically settle the dissolution of their relationship. Written and verbal communication will be respectful and constructive and will not make accusations or claims not bases in fact. It is agreed that communication during settlement meetings will be focused on the economic and parenting issues in the dissolution and the constructive resolution of those issues.

The Parties are encouraged to discuss and explore the interests they have in achieving a mutually agreeable settlement, and each is encouraged to speak freely and express his or her needs, desires, and options without criticism or judgment by the other. Although the Parties should be informed by their lawyers about, and may discuss with each other, the litigation alternatives and the outcomes they might attain, neither party nor their lawyers will use the threat to withdraw from the process or to go to court as means of achieving a desired outcome or forcing a settlement.

III. Children's Issues

In resolving issues about sharing the enjoyment of and responsibility for any children, the Parties agree to make every effort to reach amicable solutions that promote the children's best interests. The Parties agree to act quickly to mediate and resolve

between the children and both parents. The Parties acknowledge that inappropriate communications regarding their dissolution can be harmful to their children. They agree that settlement issues will not be discussed in the presence of their children, or that communication with the children regarding these issues will occur only if it is appropriate and done by mutual agreement, or with the advice of a child specialist. The Parties agree not to make any changes to the residence of the children without first obtaining the written agreement of the other Party

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IV. Participation with Integrity
Each participant shall uphold a high standard of integrity, and shall not take advantage of Inconsistencies or miscalculations of the other, but shall disclose them and seek to have them corrected.

V. Negotiation in Good Faith
The Parties and their lawyers agree to deal with each other in good faith and to promptly provide all necessary and reasonable information requested. No formal discovery procedures will be used unless specifically agreed to in advance by the Parties. The Parties acknowledge that by using informal discovery, they are giving up certain rights, for the duration of the Collaborative Law Process, including the right to formal discovery, formal court hearings, restraining orders and other procedures provided by the adversarial legal system. They give up these measures with the specific understanding that both Parties make full and fair disclosures of all assets, income, debts, and other information. The Parties acknowledge that participation in the Collaborative Law Process, and the settlement reached, is based upon the assumption that both Parties have acted in good faith and have provided complete and accurate information to the best of their ability. The Parties agree to provide sworn statements making full and fair disclosure if their income assets and debts if requested.

VI. Cautions and Limitations
In electing the Collaborative Law Process, the Parties understand that there is no guarantee that the process will be successful in resolving their case. They understand that the process cannot eliminate concerns about any disharmony, distrust or irreconcilable differences which have led to the current conflict. While intent on striving to reach a cooperative solution, success will ultimately depend on our commitment to making the process work. The Parties understand that they are still expected to assert their respective needs and interests and their respective lawyers will help each of them do so. The Parties further understand that while the Collaborative lawyers share a commitment to the process described in this document, each of them has a professional duty to respect his or her.

VII. Experts and Consultants
When appropriate and needed, the Parties will use neutral experts. The Parties will agree in Advance of retaining the Expert as to how the costs of the third party expert will be paid. Unless the Parties agree otherwise the expert report shall be covered by the confidentiality clause.

When appropriate and as needed, the Parties will use the services of one or more of the following professionals Divorce Coaches, Child Specialist, and Financial Planner (Collectively referred to as "the Collaborative Professionals"). When a Collaborative Professional is engaged, the Parties agree that the Collaborative Professionals and the Lawyers may engage in whatever discussions necessary for resolution of the case. In the event that the Collaborative Law process comes to an end, the Confidentiality provisions as set out in Paragraph XIV of this Agreement apply to the Collaborative Professionals.

IX. No Court Intervention
Unless otherwise agreed prior to reaching final agreement on all issues, no written statement of claim will be filed or served, nor will any other motion or document be prepared or filed which would initiate court intervention.

X. Disqualification by Court Intervention
The Parties understand that their Collaborative Lawyers' representation is limited to providing Services within the Collaborative Law Process. Thus, while each lawyer is the advisor of his or her client and serves as the client's representative and negotiator, the Parties mutually acknowledge that both lawyers, and anyone in each lawyer's office, will be disqualified from representing them in a contested court proceeding against the other spouse.

XI. Withdrawal of Party from Collaborative Law Process
If a Party decides to withdraw from the Collaborative Law Process, prompt written notice shall be given to the other Party through his or her lawyer. Upon termination of the Collaborative Law Process by a Party or a lawyer, there will be a thirty (30) day waiting period (unless there is an Emergency) before any court hearing, to permit the Parties to retain new lawyers and make an orderly transition. All temporary agreements will remain in full force and effect during this Period. The intent of this provision is to avoid surprise and prejudice to the rights of other Party. It is therefore mutually agreed that either Party may bring this provision to the attention of the Court to request a postponement of a hearing. If a Party wishes to withdraw from the Collaborative Law Process with their current lawyer, but Retain a new lawyer to continue with the Collaborative Law Process, the Party shall give prompt Written notice to the other party through his or her lawyer, of their intention to withdraw and Obtain a new lawyer. The new lawyer shall execute a new Collaborative Law Participation Agreement within 30 days of the Party giving notice. If a new agreement is not executed within 30 days, then the other Party shall be entitled to precede as if the Collaborative Law Process Were terminated as of the date written notice was given.

XII. Withdrawal of Lawyer from Collaborative Law Process
If either lawyer withdraws from the case for any reason except those set out in paragraph XIII Herein they agree to do so promptly by a written notice to the other Party through his or her lawyer. This may be done without terminating the status of the case as a Collaborative Law case. The Party whose lawyer has withdrawn may elect to continue in the Collaborative Law Process and shall give prompt written notice of this intention as well to the other Party through his or her lawyer. The new lawyer shall execute a new Collaborative Law Participation Agreement within 30 days of the lawyer first giving notice. If a new agreement is not executed with 30 days, then the other Party shall be entitled to proceed as if the Collaborative Law Process were terminated as of the date the first notice was given.

XIII. Termination of Collaborative Law Process
A Collaborative Lawyer must withdraw from the Collaborative Law Process in the event they Learn that their client has withheld or misrepresented information and continues to withhold and Misrepresent such information, or otherwise acted so as to undermine or take unfair advantage of the Collaborative Law Process. The lawyer withdrawing will advise the other Party that he or she is withdrawing, and that the Collaborative Law Process must end.

XIV. Confidentiality
All communication exchanged within the Collaborative Law Process will the confidential and Without prejudice. If subsequent litigation occurs, the Parties mutually

agree:
A. that neither Party will introduce as evidence in Court information disclosed during the Collaborative Law Process for the purpose of reaching a settlement, except documents Otherwise compellable by law including any sworn statements as to financial status made by Parties;

B. that neither Party will introduce as evidence in Court information disclosed during the Collaborative Law Process with respect to either Parties' behavior or legal position with Respect to settlement;

C. that neither Party will ask or subpoena either lawyer or any of the Collaborative Professionals to Court to testify in any Court proceedings, nor bring on an application to Discover either lawyer or any of the Collaborative Professionals, with regard to matters Disclosed during the Collaborative Law Process;

D. that neither Party will require the production at any Court proceedings of any notes, Record, or documents in the lawyer's possession or in the possession of one of the Collaborative Professionals; and the Parties agree that these Guidelines with respect to Confidentiality apply to any subsequent litigation, arbitration or other process for dispute Resolution.

The confidentiality clause does not apply in the event that a Party or Collaborative Professional Is obliged by law to report to the Superintendent of Family and Child Services Information Arising out of the collaborative process which gives the Party or Collaborative Professional Reasonable grounds to believe that a child may be in need of protection.

XV. Rights and Obligations of Settlement
Although the Parties have agreed to work outside the Court system, the Parties agree that:

A neither Party will dispose of any assets except by an agreement in writing.

B. neither Party may harass the other Party: and

C. all available insurance coverage must be maintained and continued without change in Coverage or beneficiary designation.

D. it is further that Miguel de Benavides to pay Adrian Benavides the sum of $468,450.59 USD (Four Hundred Sixty Eight Thousand Four Hundred and Fifty Dollars and 59 Cents ONLY) from the period dated June 10th 2009 to December 20th, 2009

XVI. Enforcement if Agreements
In the event that the Parties require a temporary agreement during the Collaborative Law process, the agreement will be put in writing and signed by the Parties and their lawyers. If either Party withdraws from the Collaborative Law Process, the written agreement is enforceable and may be presented to the Court as a basis for an Order, which the Court may make retroactive to the date of the written agreement. Similarly, once a final agreement is signed, if a Party should refuse to honor it, the final agreement may be presented to the Court in any subsequent action.

XVII. Acknowledgment
Both Parties and their lawyers acknowledge that they have read this Agreement, understand its terms and conditions and agree to abide by them. The Parties have chosen the Collaborative Law process to reduce emotional and financial costs and to

generate a final agreement that addresses their concerns. They agree to work in good faith to achieve these goals.

Dated **June 10th 2009**

ANDRIAN BENAVIDES

SANZONE RANDOLPH
Lawyer for Andrian Benavides

Dated **J une 10th 2009**

MIGUEL DE BENAVIDES

MICHAEL BLAKE
Lawyer for Miguel de Benavides