

# **EXHIBIT F**

FIRST AMENDED POSTNUPTIAL AGREEMENT

This AGREEMENT, made this 13<sup>th</sup> day of May 2008, by and between, VERONIQUE BICH, 936 Fifth Avenue, New York, New York 10021 [the "Wife"], and BRUNO BICH, 22 Harbor Point Drive, Key Biscayne, Florida 33149 [the "Husband"].

WHEREAS, the parties were married in France on December 17, 1977;

WHEREAS, there are three emancipated children of the marriage: Gonzalve Marie Leon Bich; Charles Marie Pierre Bich; and Guillaume Marie Panthaleon Bich;

WHEREAS, the parties have previously entered into a marital agreement in France, dated December 5, 1977, whereby they made certain provisions for the ownership and distribution of their property as a result of their marriage relationship [the "original marital agreement"];

WHEREAS, the parties have revoked the original marital agreement, which was approved by the Court in France on or about December 5, 2000, and have executed a new matrimonial property regime, dated August 2, 2001 [the "Regime"], governing the ownership and distribution of their property in France as a result of their marriage relationship, which the parties intend to control to the extent that it is not inconsistent with the terms of this Agreement;

WHEREAS, the parties thereafter entered into a written Postnuptial Agreement, dated December 19, 2001 in the State of New York [the "Prior Prenuptial Agreement"], which the parties desire to modify and be superseded by this First Amended Postnuptial Agreement;

WHEREAS, the parties represent that there is no other existing agreement in effect which governs the ownership and distribution of their property by virtue of their marital relationship, which the parties desire to have this Agreement do so;

WHEREAS, the parties desire to make certain provisions for the present ownership and control of their assets and their disposition in the event of a separation or the dissolution of the marriage relationship;

WHEREAS, the parties further intend and desire to enter into an agreement under Section 236 Part B, subdivision 3, of the Domestic Relations Law of the State of New York ["DRL"], that fully provides for the ownership and distribution of their marital property and for certain other rights and obligations arising from the marriage relationship, including the right to receive maintenance and support, an award of equitable distribution or a distributive award in lieu thereof, or any further relief in the event of the dissolution of the marriage or at any time subsequent hereto, as permitted under the laws of the State of New York, which they fully intend shall control and be determinative in all respects for the present and upon the dissolution of the marriage and which shall be governed and determined by the laws of the State of New York, regardless of the jurisdiction in which either party may hereafter reside;

WHEREAS, each of the parties represents that his or her attorneys have privately, and without the other being present, explained to said party his or her rights to equitable distribution, support, and other ancillary relief, and further that the parties have agreed to the arrangements provided for herein with respect to equitable distribution of marital property accumulated during the marriage, support, maintenance, and counsel fees; and

WHEREAS, each of the parties represents that his or her attorneys have informed him or her of the legal consequences and results of the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, and in order to effectuate the ends sought, the parties do fully and voluntarily agree, acknowledge and consent as follows:

### RECITALS AND REPRESENTATIONS

1. All of the matters and facts hereinabove stated and set forth in the recitals above are incorporated herein, made a part of this Agreement and are affirmed, confirmed, and ratified as being true and accurate by each party making such representations, and the parties acknowledge that said recitals shall be of binding effect upon them, as if each recital was set forth in full in this paragraph.

2. To the best of her ability and in good faith, the Wife has made a full and complete disclosure to the Husband of all property owned by her as of the date of this Agreement and all money owed by her in Exhibit A annexed hereto, which is incorporated and made part of this Agreement. Similarly, to the best of his ability and in good faith, the Husband has made a full and complete disclosure to the Wife of all property owned by him and all money owed by him as of the date of this Agreement in Exhibit B annexed hereto, which is incorporated and made part of this Agreement. Values of the assets are good faith estimates or approximations, and no express or implied representation is made by either party as to the accuracy thereof. In addition, the Husband has supplied the Wife's attorneys with copies of the following instruments:

(i) Declaration of Trust by Bruno Bich, dated June 25, 1993 [hereinafter the "Bruno Bich Trust"]; (ii) Operating Agreement of Grenelle LLC, dated October 31, 2006; (iii) Operating

Agreement of Ferme Montagne LLC, dated May 29, 2007; (iv) the Veronique Bich Revocable Trust, dated June 8, 2007; (v) the Bruno Bich Revocable Trust, dated April 23, 2007; (vi) the Last Will and Testament of Veronique Bich, dated June 8, 2007; and (vii) the Last Will and Testament of Bruno Bich, dated April 23, 2007.

3. The parties acknowledge to each other that in connection with the negotiation and execution of this Agreement, the Wife has been represented Raoul Lionel Felder, Esq. and Bettina Hindin, Esq. of Raoul Felder and Partners, 437 Madison Avenue, New York, NY 10022, and the Husband has been represented by Anthony R. Daniele, Esq., 75 Rockefeller Plaza, New York, NY 10019. Further, each party represents that he or she is satisfied with the representation provided by his or her respective attorneys and that said attorneys have adequately described his or her rights and obligations under the Domestic Relations Law, which they acknowledge would control in the absence of this Agreement.

4. Both the Husband and the Wife acknowledge and agree that this is a fair agreement and is not the result of any fraud, duress, coercion, pressure, or undue influence exercised by either upon the other or by any person or persons upon either; that each of the parties fully understands the facts and is fully informed as to his or her legal rights and obligations including those rights set forth in DRL §236, Part B, and that, having such knowledge, each party clearly understands and agrees to all of the provisions within this Agreement and is signing this Agreement freely and voluntarily.

5. The parties mutually desire that the terms and conditions of this Agreement remain confidential and shall only be voluntarily disclosed to their attorneys and financial advisors. Accordingly, the parties and their attorneys shall execute a Confidentiality Agreement in the form annexed as Exhibit C to this Agreement.

6. The Husband warrants and represents that he has full power and authority to enter into this Agreement with respect to the disposition of the Société Bic shares (as hereinafter provided) as well as with respect to any other property that may be disposed of pursuant to this Agreement.

7. The parties intend that to the extent that there is any inconsistency between the terms of the Regime, the Prior Postnuptial Agreement, and this Agreement, the latter shall in all events control.

#### CURRENTLY EFFECTIVE PROVISIONS

8. The parties acknowledge and represent that they own, either in their joint names or in the name of the Husband, or have a beneficial interest in the following residential and real properties:

- i. The residence located at 22 Harbor Point Drive, Key Biscayne, Florida 33149 [hereinafter "the Florida Residence"], title to which is held by the Husband, and which is presently his residence; and
- ii. The shares and proprietary lease appurtenant to the penthouse cooperative apartment, located at 936 Fifth Avenue, New York, New York [hereinafter "the New York Apartment"], title to which is held by the Veronique Bich Revocable Trust;
- iii. The apartment in Paris, located at 88 Rue de Grenelle, Paris 7, France [hereinafter "the Paris Apartment"], title to which is held by Grenelle LLC, a Delaware limited liability company

- iv. The farm located in Dutchess County, New York [hereinafter "the Farm"], title to which is held by Ferme Montagne LLC, a Delaware limited liability company;
- v. Approximately 150 undeveloped acres in Dutchess County, New York [hereinafter "the undeveloped land"], title to which is held by the Husband; and
- vi. Fifty-one (51%) percent interest in the Ocean Dunes apartment in Florida [hereinafter "the Ocean Dunes Apartment", which interest is held in the name of the Husband.

9. The Husband has disclosed and represented to the Wife and her attorneys, in addition to the real property interests described in the preceding paragraph, he presently has in his sole name the following securities or interests:

- (a) 1,753,690 Société Bic shares, which are held as follows: (i) 1,153,690 shares in an account in France with Société Général and (ii) 600,000 shares in an account in Florida with UBS;
- (b) 48,732 Société Bic shares held in a separate account with Société Général [hereinafter "the Newly Acquired Shares"];
- (c) 1,091,280 Société M.B.D. shares, which the Husband represents and warrants is attributable to an equal number of Société Bic shares;
- (d) 98.983798% interest in Grenelle, LLC, which in addition to the Paris Apartment holds 400,000 Société Bic shares, which interest is attributable to 396,000 Société Bic shares; and



(e) 100% interest in Ferme Montagne LLC, a Delaware limited liability company that holds title to the Farm.

In addition to the foregoing, the parties acknowledge that the Bruno Bich Trust holds 665,000 Société Bic shares, the ownership of which and rights with respect to which shall not be affected by this Agreement, except as expressly provided herein.

10. Unless and until an Operative Event occurs, (i) the Wife is prohibited from withdrawing, transferring, or selling any Société Bic shares in the parties' joint UBS account without the written consent of the Husband; and (ii) the Husband shall be solely entitled to all dividends received from the Société Bic shares and the Société M.B.D. shares. Nothing herein shall be construed to prohibit the parties to jointly gift any portion of the Société Bic shares to the parties' children or their issue, or to a trust created for the benefit of the children and their descendants, provided however that the parties consent in a writing signed by them. Further, the Husband shall have the right to gift up to fifty (50%) percent of the Société Bic shares without the consent of the Wife to the parties' children, or to a trust created for the benefit of the children and their descendants, provided however that in the event of an Operative Event, as hereinafter defined in paragraph 16(a), the Wife, in addition to her other rights under this Agreement, shall be reimbursed for one-half of any Société Bic shares gifted without her consent to the parties' children, or to a trust created for the benefit of the children and their descendants, prior to the date of the Operative Event.

11. Until the occurrence of an Operative Event, as defined in paragraph 16(a), the Husband shall be solely responsible for the Wife's support and all of the historically consistent expenses of the parties, including but not limited to, the maintenance and carrying charges of the



residences. Further, the Husband shall maintain appropriate health insurance coverage for the Wife while the parties remain married (even if an Operative Event shall have occurred).

12. Each party hereto does hereby agree that the parties may each file separate federal, state, city, or other income tax returns, as may be required for each of them. If both of the parties agree to file joint income tax returns for any calendar year, then each party will be liable for the federal, state, or foreign taxes attributable to such party's property, the income thereon, and his or her personal services compensation. Each party agrees to pay timely and hold the other party harmless for his or her share of federal, state, city, or foreign taxes, whether separate or joint returns are filed.

13. The following provisions shall apply and remain in effect only prior to the occurrence of an Operative Event, as defined in paragraph 16(a):

(a) If the Husband should die prior to the occurrence of an Operative Event, survived by the Wife, the Wife shall be entitled to receive outright:

- i. the Husband's tangible personal property;
- ii. all personal residences owned by the Husband, together with the Husband's interest in any company, partnership, or other entity that hold title to a personal residence; and
- iii. subject to subparagraph (c), the balance of the Husband's intangible personal property.

(b) The Husband shall execute a Last Will and Testament to include the provisions for the Wife as set forth in this paragraph 13, but if he should fail to do so, the parties agree that the Wife shall have an enforceable claim against his estate.

(c) Notwithstanding anything heretofore to the contrary, the Husband may make:

- i. unlimited gifts or bequests of tangible and intangible personal property, other than the Société Bic shares, to his descendants or the Wife, or in trust solely for the benefit of his descendants and/or the Wife;
- ii. subject to the provisions of paragraph 10, up to fifty (50%) percent of his Société Bic shares to the parties' children or to a trust created for the benefit of the children and their descendants;
- iii. gifts of tangible and intangible personal property to other individuals, but only such gifts as are excluded from "taxable gifts" under Section 2503(b) of the Internal Revenue Code, or any successor Section thereto ["Annual Gifts"];
- iv. bequests of tangible and intangible personal property to other individuals, but only to the extent that the aggregate bequests to any such individual do not exceed the amount of an Annual Gift for the year of the Husband's death;
- v. gifts of tangible and intangible personal property to charitable organizations, but only to the extent that the aggregate of such gifts in any calendar year does not exceed \$300,000; and
- vi. bequests of tangible and intangible personal property to charitable organizations, but only to the extent that the aggregate of such bequests in any calendar year does not exceed \$300,000.

Other than as herein provided, the Husband shall not make any gifts or bequests of any tangible or intangible personal property without the written consent of the Wife.

14. The following provisions shall apply and remain in effect only prior to the occurrence of an Operative Event, as defined in paragraph 16(a):

- (a) If the Wife should die prior to the occurrence of an Operative Event, survived by the Husband, the Husband shall be entitled to receive outright:
- i. the Wife's tangible personal property;
  - ii. all personal residences owned by the Wife, together with the Wife's interest in any company, partnership, or other entity that hold title to a personal residence; and
  - iii. subject to subparagraph (c), the Wife's tangible and intangible personal property.
- (b) The Wife shall execute a Last Will and Testament to include the provisions for the Husband as set forth in this paragraph 13, but if she should fail to do so, the parties agree that the Husband shall have an enforceable claim against her estate.
- (c) Notwithstanding anything heretofore to the contrary, the Wife may make:
- i. unlimited gifts or bequests of tangible and intangible personal property to her descendants or the Husband, or in trust solely for the benefit of her descendants and/or the Husband;
  - ii. gifts of tangible and intangible personal property to other individuals, but only such gifts as are excluded from "taxable gifts" under Section 2503(b) of the Internal Revenue Code, or any successor Section thereto ["Annual Gifts"];
  - iii. bequests of tangible and intangible personal property to other individuals, but only to the extent that the aggregate bequests to any such individual do not exceed the amount of an Annual Gift for the year of the Wife's death;

- iv. gifts of tangible and intangible personal property to charitable organizations, but only to the extent that the aggregate of such gifts in any calendar year does not exceed \$300,000; and
- v. bequests of tangible and intangible personal property to charitable organizations, but only to the extent that the aggregate of such bequests in any calendar year does not exceed \$300,000.

Other than as herein provided, the Wife shall not make any gifts or bequests of any tangible or intangible personal property without the written consent of the Husband.

15. Notwithstanding anything heretofore to the contrary, each party shall include and maintain in his or her Last Will and Testament an interorem clause.

**PROVISIONS EFFECTIVE  
SUBSEQUENT TO OPERATIVE EVENT**

16. The parties acknowledge that it is not their present intention to end the marital relationship. However, in the event that either party hereafter determines that it is in his or her best interest to end the relationship, the parties desire to make the necessary provisions in this Agreement to provide for an orderly and fair distribution of their assets and a determination of their respective rights and obligations arising from the marital relationship, pursuant to the New York Domestic Relations Law, or any other applicable statute or laws of the jurisdiction in which either or both parties reside at such time. The parties acknowledge and agree that the provisions of this Section, comprising of paragraphs 16 through 32, inclusive, shall only be effective upon the occurrence of an Operative Event, until which time the following provisions shall be without force or effect.

17. It is the parties' intention, in the event that the marital relationship ends, that each party receives fifty (50%) percent of the professionally appraised value of all real property and tangible and intangible personal property held, directly or indirectly, by either or both of them. Notwithstanding the foregoing and as specifically provided below, the Wife shall retain or receive title to the New York Apartment and the Paris Apartment, together with the contents thereof, and the Husband shall retain title to the Farm, together with the contents thereof, and the Société M.B.D. shares.

18. For purposes of this Agreement, the following definitions shall control and be determinative of the respective rights of the parties:

(a) "*Operative Event*" shall be defined as any of the following events:

- i. the commencement by either party of an action for annulment, separation or divorce, irrespective of whether such action culminates in a final judgment;
- ii. the execution by both parties of a written separation agreement; or
- iii. written notice to the other party, sent by certified or registered mail to the last known address of the party to whom the notice is being sent, that he or she no longer intends to reside with the other, followed by such party in fact no longer residing with the other for a period of no less than thirty (30) days.

(b) "*Separate Property*," notwithstanding nor limited by the definition contained in subdivision one of DRL §236B, or of any other equivalent provision of future legislation or law of any jurisdiction, or any similar designation conferred on such

property by case law relating to a similarly situated relationship, shall be defined as:

- i. all property designated in this Agreement as the separate property of either party;
- ii. property acquired by either party after the date of this Agreement by bequest, devise, descent, or gift from a third party;
- iii. the furniture, sculpture, paintings, and rugs given or bequeathed to the Husband by his father;
- iv. property acquired in exchange for separate property; and
- v. the increase in value of separate property, regardless of the contributions of either party.

(c) "*Marital property*," notwithstanding nor limited by the definition contained in subdivision one of DRL §236B, or of any other equivalent provision of future legislation or law of any jurisdiction, or any similar designation conferred on such property by case law relating to a similarly situated relationship, shall be defined as all property held in the sole or joint names of the parties or in the possession of either party as of the date of the occurrence of an Operative Event, including, but not limited to, the assets set forth in Exhibits A and B of this Agreement, except as expressly defined in this Agreement as separate property.

(d) "Residence" shall include any of the residential and real properties described in paragraph 8, as well as any other real property, regardless of the nature of the property, that either party acquires, either directly or through a trust, corporation, partnership, limited liability company, or any other entity, or by any form of title



or beneficial ownership, after the date of this Agreement and prior to the occurrence of an Operative Event.

19. It is the intention of the parties that upon the occurrence of an Operative Event that all marital property shall be divided equally between them. Accordingly, following the occurrence of an Operative Event, the parties shall divide marital property, which each shall thereafter hold as his or her respective separate property, as follows:

- (a) Each party shall retain, as his or her sole and separate property, all of his or her furs, clothing, and other items of personal effects located in any of the residences;
- (b) Subject to the provisions of paragraph 22, any banking, brokerage, or investment accounts maintained by either party, exclusive of the Société Bic shares and Société M.B.D. shares, shall be divided equally between the parties;
- (c) Any remaining Newly Acquired Shares shall be divided between the parties equally;
- (d) The Wife shall retain all of her jewelry and weapons;
- (e) Subject to the provisions of paragraph 22, and further provided that the property is still owned by either party at the time of the occurrence of an Operative Event, or any entity under his or her control or created for his or her benefit, the Wife shall retain title to the New York Apartment and all rights under the Veronique Bich Revocable Trust, dated June 8, 2007, together with the works of art, furnishings, and contents of the New York Apartment, except for those items described in subparagraph 17(j) or otherwise designated in this Agreement as the Husband's separate property;



- (f) Subject to the provisions of paragraphs 22, and further provided that the property is still owned by either party at the time of the occurrence of an Operative Event, or any entity under his or her control or created for his or her benefit, the Wife shall receive the Husband's 98.983798% interest in Grenelle, LLC, subject to the then outstanding indebtedness described in paragraph 23, which shall be transferred to her within thirty (30) days of the execution of this Agreement, as a result of which, the Wife shall thereafter have exclusive right to the Paris Apartment, together with the works of art, furnishings, and contents of the Paris Apartment, except for those items described in subparagraph 19(i) or otherwise designated in this Agreement as the Husband's separate property;
- (g) The Wife shall receive fifty (50%) percent of the Société Bic shares held by the Husband or the parties, subject to the conditions and limitations set forth in the following paragraph 20;
- (h) The Wife shall receive 50% of any dividends received by the Husband on account of the Société Bic shares held by the Bruno Bich Trust subsequent to the occurrence of an Operative Event;
- (i) The Husband shall retain (i) all of his jewelry, weapons, and bronze collection, and (ii) the furniture, sculpture, paintings, and rugs given or bequeathed to him by his father;
- (j) Subject to the provisions of paragraph 22, and further provided that the property is still owned by either party at the time of the occurrence of an Operative Event, or any entity under his control or created for his or her benefit, the Husband shall retain his interest in Ferme Montagne LLC, as a result of which he shall have sole

and exclusive rights to the Farm and sole and exclusive title to the all personal property located at the Farm, including but not limited to the works of art, furnishings, and contents of the residence(s) situated there;

- (k) Subject to the provisions of paragraph 22, and further provided that the property is still owned by either party at the time of the occurrence of an Operative Event, or any entity under his control or created for his or her benefit, the Husband shall retain his interest in the Florida Residence, as a result of which he shall have sole and exclusive rights to the Florida Residence and sole and exclusive title to the all personal property located at the Florida Residence, including but not limited to the works of art, furnishings, and contents;
- (l) Subject to the provisions of paragraph 22, and further provided that the property is still owned by the Husband at the time of the occurrence of an Operative Event, or any entity under his control or created for his benefit, the Husband shall retain his interest in the sailboat, *Bambochip* (or any replacement vessel thereafter acquired), the Florida Residence, the undeveloped land, and the Ocean Dunes Apartment;
- (m) The Husband shall retain his interest in the Société M.B.D. shares;
- (n) All other tangible marital property shall be disposed of, and the parties shall cooperate in the division of the balance of the tangible marital property between them, so that, after taking into account the property each receives, each shall have received tangible marital property of substantially equal value under this subparagraph. In the event that the parties are unable to agree to the division of the tangible marital property, they shall alternately make selections of any

disputed items, with the Wife having the first selection in each category of tangible martial property.

20. The equal division of the Société Bic shares pursuant to subparagraph 19(h) shall be adjusted between the parties to account for the 400,000 shares held by Grenelle LLC, of which the Wife shall be receiving the Husband's 98.983798% interest, and the 1,091,280 shares attributable to the Husband's interest in Société M.B.D, with respect to which the parties have agreed and acknowledge as follows:

- (a) The parties acknowledge that as of result of the 98.983798% interest in Grenelle, LLC, the Wife shall have the effective beneficial ownership of 396,000 Société Bic shares ["the Grenelle shares"], which shall be deemed part of the Wife's allocation of the Société Bic shares upon the occurrence of an Operative Event.
- (b) Due to restrictions on the transfer of the Société M.B.D. shares, of which the Wife acknowledges that she is aware that the shareholders have claimed, and the French government has previously accepted, a forty (40%) percent valuation discount, the 1,091,280 Société Bic shares attributable to the Husband's interest in Société M.B.D. shall be subject to a twenty (20%) percent discount, as a result of which the Husband's Société M.B.D. shares shall be deemed for purposes of this agreement as the equivalent of 873,024 Société Bic shares. In exchange for the Husband retaining his interest in the Société M.B.D. shares, the Wife shall be entitled to receive an additional 436,512 Société Bic shares [hereinafter "the Equivalent Shares"], representing fifty-percent of the aforementioned equivalent value of the Société M.B.D. shares.

As a result of the foregoing adjustments, the total Société Bic shares held in the name of the Husband and the parties jointly existing at the time of an occurrence of an Operative Event shall be divided between the parties after crediting to the Wife's share the 396,000 Grenelle shares and deducting from the Husband's portion and crediting to the Wife the 436,512 Equivalent Shares due to the Wife.

By way of illustration only and without any binding effect upon the rights of the parties, the provisions of this paragraph 20 for the division of the Société Bic shares, assuming that there have been no distributions of the shares to the parties' children pursuant to paragraph 10 and that all of the Newly Acquired Shares have been sold, would be implemented as follows upon the occurrence of an Operative Event:

Allocation of Société Bic Shares

	<u>BB</u>	<u>VB</u>
50% Société Bic shares	1,074,845	1,074,845
99% Grenelle Shares	---	<u>-396,000</u>
	1,074,845	<u>678,845</u>
Equivalent Shares Adjustment	<u>-436,512</u>	<u>+436,512</u>
Total Free Shares:	638,333	1,115,357
Discounted M.B.D. shares	<u>+873,024</u>	---
Total Société Bic and Equivalent Shares:	1,511,357	1,511,357

21. In the event that either party sells any Société Bic shares following the occurrence of an Operative Event, the proceeds of such sale shall be deposited and maintained in an account in the sole name of that party, provided that nothing herein shall prohibit such account being designated in trust for or with survivorship rights of the descendants of the parties.

22. It is the intent of the parties that upon the occurrence of an Operative Event the value of the residences, artwork, collectibles, furnishings, sailboat, and any other property referred to in paragraph 19 [hereinafter "the tangible marital property"], exclusive of property identified in this Agreement as either party's separate property, be divided equally between them. Accordingly, the following provisions shall be applicable to determining the value of the tangible marital property:

(a) Fair Market Value of the Tangible Marital Property. The parties shall determine the fair market value of the residences and tangible personal property as of the date of the Operative Event within thirty (30) days of said date. Unless the parties can agree upon the fair market value of the residences and tangible personal property in a writing signed and acknowledged by them, the determination of the fair market value of the residences and tangible personal property, on which the parties are unable to agree [hereinafter "the disputed property"], shall be made as follows:

- (i) The parties shall obtain an appraisal for each of the residences and categories *e.g.*, works of art, furnishings, collectibles, or sailboat) of items of disputed property that shall set forth such fair market value of each item of disputed property.
- (ii) In the event that the parties are unable to agree upon the selection of a qualified appraiser, each party shall select an appraiser for each disputed residence and an appraiser for each category of any other disputed property.
- (iii) With respect to each residence of which the value is disputed by the parties, if the differential in value ascribed to a residence by the

appraiser(s) does not exceed \$500,000, the fair market value of each property shall be deemed to be the average of the two appraised values; if the differential exceeds said amount, the two appraisers shall agree upon a third appraiser, who shall then furnish an appraisal setting forth the fair market value of the subject property that will be binding upon the parties.

- (iv) With respect to any other disputed property, if the differential in values ascribed to each category of disputed property by the appraiser(s) does not exceed \$250,000, the fair market value of that category of disputed property shall be deemed to be the average of the two appraised values; if the differential exceeds said amount, the two appraisers shall agree upon a third appraiser, who shall then furnish an appraisal setting forth the fair market value of the disputed personal property that will be binding upon the parties.

The costs of the appraisals shall be divided equally between the parties.

- (b) Capital Gains Taxes: The fair market value of each of the residences shall then be adjusted for allocable capital gains taxes. The allocable capital gains tax for each residence shall be calculated by an accountant or tax advisor chosen jointly by the parties. In the event the parties are unable to agree, each party shall choose an accountant or tax advisor, and the two individuals chosen by the parties shall select a third individual, whose opinion shall be binding. The account or tax advisor shall issue to both parties a written report setting forth the figures, calculations, and conclusions. For purposes of this Agreement, the "net fair market value" of each residence shall be the fair market value less projected



capital gains taxes and less the amount of any outstanding mortgages, liens, encumbrances of attributable debt.

(c) Differential Adjustment: If, as determined pursuant to the foregoing subdivision, the aggregate net fair market value of the tangible marital property retained by one party exceeds the value of the tangible marital property received by the other party, then the party receiving the tangible marital property of greater value shall pay the other party fifty (50%) percent of such difference in cash or cash equivalents within ninety (90) days of the date of the report by the accountant or tax advisor described in the preceding subparagraph 22(b). The payment of the differential adjustment hereunder shall be in addition to, and shall not constitute part of, any other payments required by this Agreement.

(d) In the event that either the New York Apartment, the Paris Apartment, the Farm, or the Florida Residence is sold subsequent to the execution of this Agreement and replaced with another property prior to the occurrence of an Operative Event [hereinafter "the replacement property"], the party who was entitled under paragraph 19 to retain ownership of such property shall have the option of retaining the replacement property as his or her separate property with the full rights conferred under said provision, provided that written notice is given to the other party of his or her exercise of the option within thirty (30) days of the date of the occurrence of the Operative Event. If the option is not timely exercised, the replacement property shall be sold as soon as practical and the net proceeds of sale, less the amount reserved for the payment of capital gains taxes, shall be divided equally between the parties.



23. The parties acknowledge that as of November 16, 2007 there was outstanding indebtedness owed to UBS in the total amount of €10,687,950.50, as itemized in the schedule annexed to this Agreement as Exhibit C, which is comprised of €2,910,800.65 of what is characterized as the "Lifestyle Debt," and €7,776,894.85 of what is characterized as the "Grenelle Debt," which is attributable to the acquisition of the Paris Apartment. Each party agrees to assume one-half of the "Lifestyle Debt" then outstanding at the time of the occurrence of an Operative Event. The Wife shall be solely responsible for the payment of the "Grenelle Debt," and further shall indemnify and hold the Husband harmless from all expenses and liabilities arising therefrom, including reasonable counsel fees.

24. Each party shall vacate and remove all of his or her property from other party's residence(s) within ninety (90) days of the occurrence of an Operative Event.

25. Except as expressly set forth in this Agreement, the parties specifically waive for the present and for the future any further division or distribution of marital property as set forth in DRL §236B(5), and all subdivisions in connection therewith, and under any community property or similar laws for the distribution of marital property of any other jurisdiction. It is the parties' intent that this provision shall, in conjunction with the remaining provisions of this Agreement, be determinative, definitive, and in final disposition and in satisfaction of any and all ownership claims, or equitable or legal rights, that either may have in and to such marital property on account of their marriage to one another, whether such claims or rights are currently vested or unvested, contingent or liquidated, certain or inchoate, known or unknown.

26. Neither party shall be entitled to receive any alimony, spousal support, or maintenance payments from the other party following the occurrence of an Operative Event. Each party hereby waives, releases, and discharges any and all claims against the other party for

alimony or maintenance, either permanent, lump sum, or otherwise. Each party acknowledges that in view of the distribution of assets as indicated in this Agreement upon the occurrence of an Operative Event, no duty of support is owed from one to the other, and any such claim for support of any kind is hereby waived, released, and discharged. The waivers set forth herein are made in mutual consideration of one another and are made for the present and future, absolutely, and without qualification.

27. Neither party shall be required to maintain health insurance for the benefit of the other subsequent to the entry of a judgment of divorce. The Wife acknowledges, pursuant to DRL §177, that she is aware that she will no longer be covered by the Husband's health insurance plan in the event of a divorce and that she will be responsible for her own health insurance coverage. The Husband shall cooperate fully with the Wife with respect to her securing health coverage subsequent to the entry of a divorce judgment, pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended ["COBRA"]. The cost of such coverage under COBRA shall be borne solely by the Wife. The parties shall sign at the execution of this Agreement the statement, pursuant to DRL §177, annexed as Exhibit D.

28. Neither party shall be required to maintain life insurance for the benefit of the other party.

29. After the occurrence of an Operative Event, except as otherwise provided in this Agreement, each party shall be responsible for his or her own debts and liabilities and shall indemnify and hold the other party harmless from all expenses and liabilities arising therefrom, including reasonable counsel fees.

30. Each party shall execute and have in effect at the time of his or her death a Last Will and Testament that bequeaths and devises no less than ninety (90%) of his or her estate to his or her descendants. In the event of a default of this provision by either party, the descendants of such party shall have the right as third party beneficiaries of this Agreement to assert a claim against the estate of the defaulting party consistent with the terms of this provision.

31. After the occurrence of an Operative Event, except as otherwise provided in the preceding paragraph or elsewhere in this Agreement, each party shall have the right to make:

- (a) unlimited gifts or bequests of tangible and intangible personal property to his or her descendants, or in trust solely for the benefit of his or her descendants;
- (b) gifts of tangible and intangible personal property to other individuals, but only such gifts as are excluded from "taxable gifts" under Section 2503(b) of the Internal Revenue Code, or any successor Section thereto ["Annual Gifts"];
- (c) bequests of tangible and intangible personal property to other individuals, but only to the extent that the aggregate bequests to any such individual do not exceed the amount of an Annual Gift for the year of the party's death;
- (d) gifts of tangible and intangible personal property, but only to the extent that the aggregate of such gifts in any calendar year does not exceed \$300,000; and
- (e) bequests of tangible and intangible personal property to charitable organizations, but only to the extent that the aggregate of such bequests in any calendar year does not exceed \$300,000.

Each party shall execute a Last Will and Testament within thirty (30) days of the occurrence of an Operative Event consistent with the terms of this paragraph 31, and the attorney for each party

shall provide to counsel for the other party and affirmation attesting to the execution of such Will in proper form.

32. Upon the occurrence of an Operative Event, except as otherwise provided in this Agreement, each party:

- (a) hereby waives any rights under the regime and any right of election which he or she may have or hereafter acquire regarding the estate or any trust of the other, or to take against any Last Will and Testament of the other or any codicil thereto, whether heretofore or hereafter executed, as provided for in any law now or hereafter effective in this State or any other state or territory of the United States, or any foreign country, including, without limiting the foregoing, any right of election pursuant to the provisions of Section 5-1.1-A. of the Estates, Powers and Trusts Law of the State of New York or pursuant to any other law of any jurisdiction as said laws may now exist or may hereafter be amended, and any and all other right and interest in any real or personal property of which the Husband or the Wife may die seized or possessed;
- (b) renounces and releases all interest, right or claim of distributive share, intestate succession, dower or courtesy, or community property or statutory exemption or allowance or otherwise, that he or she now has or might otherwise have against the other or the estate of the other, or against the property of whatsoever nature, real or personal, of the other party under or by virtue of the laws of any state or country;

- (c) renounces and relinquishes any and all claims and rights that he or she may have or hereafter acquire to act as executor or administrator of the other's estate, or as the trustee under any trust created by either party; and
- (d) renounces and relinquishes any devise, bequest or gift under any Last Will and Testament of the other party made prior to the execution of this Agreement.

**SURVIVAL OF AGREEMENT, RECONCILIATION**  
**MATRIMONIAL DECREES AND RELEASES**

33. In the event a decree or judgment of divorce is rendered to either of the parties hereto, in New York or any other state or country, the parties agree that:

- (a) Neither party shall cause to be inserted, or request that there be inserted, in the final decree in such action any provision inconsistent with any of the provisions of this Agreement;
- (b) The parties shall be bound by all the terms of this Agreement; and
- (c) The terms and provisions of this Agreement shall be incorporated in and become a part of such final decree in such action.
- (d) This Agreement shall not be extinguished by merger as the result of the incorporation in any decree, or otherwise, but shall in all events survive such decree and be binding and conclusive on the parties, and the parties shall comply with the terms of this Agreement at all times and places.

34. Except as otherwise provided in this Agreement and except any and all cause or causes of action for divorce or any defense either may have to any divorce action brought by the other, each party has remised, released and forever discharges and by these presents does for



himself and herself, and his or her heirs, legal representatives, executors, administrators and assigns, remise, release and forever discharge the other of and from all causes of action, claims, rights, or demands whatsoever in law or in equity, which either party hereto ever had or now has against the other.

35. In the event that the parties reconcile and resume living together as husband and wife following the occurrence of an Operative Event, they shall nonetheless continue to be bound by the terms and provisions of this Agreement effective subsequent to the Operative Event. Such reconciliation and resumption of cohabitation shall not be deemed a waiver, estoppel, amendment, or modification in any manner whatsoever of the terms of this Agreement, unless it is expressly set forth in a writing signed and acknowledged by the parties with the same formality as this Agreement.

#### DEFAULTS

36. In addition to any other remedies provided by law, in the event that either party defaults in discharging any of his or her obligations undertaken in this Agreement, then and in such event, after written notice to the defaulting party, pursuant to the provisions of the following section, providing him or her with at least fifteen (15) days to cure same, the aggrieved party shall have the right to sue for the amounts in default or for any other appropriate relief. The successful party in any such suit or proceeding shall be entitled to receive payment from the other party and be reimbursed by said party for reasonable attorneys' fees, experts' fees, expenses, and costs.

37. For purposes of this Agreement, it is understood and agreed that if a party shall institute a suit or other proceeding against the other party to enforce any of the terms, covenants,

or conditions of this Agreement, and after the institution of such action or proceeding and before judgment is or can be rendered, the defaulting party shall comply with such term or condition, or the party instituting such suit or proceeding shall discontinue such action, then and in that event, the suit, motion, or proceeding instituted shall be deemed to have resulted in a judgment, decree, or order in favor of the aggrieved party or the party against whom the suit or proceeding was brought, whichever is applicable for the purpose of the payment of fees, expenses, or costs set forth or provided in the preceding paragraph.

### NOTICES

38. With respect to any provision in this Agreement requiring an undertaking or the performance of an act by a party within a specified time, the attorney for that party shall provide an affirmation to the other party's attorney representing that the aforesaid undertaking or performance has taken place in a timely fashion.

39. Notices required by this Agreement to be sent to the Wife shall be sufficient if sent by the Husband or on his behalf by registered or certified mail or next day delivery courier to the Wife at 936 Fifth Avenue, Apartment \_\_, New York, NY 10021, or to such other address which the Wife shall have advised the Husband for the sending of such notices.

40. Notices required by this Agreement to be sent to the Husband shall be sufficient if sent by the Wife or on her behalf by registered or certified mail or next day delivery courier to the Husband at 22 Harbor Point Drive, Key Biscayne, Florida 33149, or to such other address which the Husband shall have advised the Wife for the sending of such notices.



41. The parties shall each notify the other, in the same manner authorized in the preceding two paragraphs for sending notices, of any change of address or telephone number within fifteen (15) days of the date of such change.

#### GOVERNING LAW

42. The parties acknowledge and represent that they are currently citizens of the United States of America and that they are entering into this Agreement in the State of New York. Further, it is their intention to be forever bound by the provisions of this Agreement and the applicable laws of the State of New York. Accordingly, all matters affecting the interpretation of this Agreement, or the rights or liabilities of the parties hereto, shall be governed and construed in accordance with the laws of the State of New York, regardless where the parties may now or later reside, and regardless of whether such place of residence is a community property jurisdiction or provides in any other manner for the distribution of property between married persons.

43. The rights and obligations of the parties arising from this Agreement shall be determined pursuant to the laws of the State of New York, regardless of the state or country in which either or both of the parties may later reside. The laws of the State of New York shall therefore apply exclusively to any lawsuits, actions or proceedings initiated by either party, or his or her legal representative, in any jurisdiction either to enforce this Agreement or to declare or determine the rights of the respective parties arising from the marital relationship.

44. Each party hereto hereby irrevocably and unconditionally:

- (a) submits for himself/herself and for his or her property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any

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judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof; and

- (b) consents that any such action or proceeding may be brought in such courts and waives any objection that he or she may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient forum and agrees not to plead or claim the same.

#### GENERAL PROVISIONS

45. If any provision or clause of this Agreement shall be found or held to be invalid or unenforceable, the remaining provisions shall not be affected thereby.

46. Each of the respective rights and obligations of the parties shall be deemed independent and may be enforced independently irrespective of any of the other rights and obligations set forth herein.

47. Each party shall, at any and all times, upon request by the other party or his or her legal representatives, promptly make, execute, and deliver any and all such other and further instruments and take such steps as may be reasonably necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement, without charge therefor.

48. No modification, amendment, change, or waiver of any of the terms of this Agreement shall be valid unless in writing and duly executed by both parties hereto with the same formality as this Agreement.

49. The failure of either party to this Agreement to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement, or to exercise any right or option or make any election herein contained or provided for, shall not be construed as a waiver of or relinquishment for the future of any such term, right, option, or election, and this Agreement shall continue in full force and effect, and said failure to insist shall be no waiver or subsequent default thereof.

50. This Agreement is entire and complete and embodies all of the understandings and agreements of the parties, supersedes any prior understandings and agreements between them, and no representations or warranties of any kind or nature have been made to either party by the other in order to induce the making of this Agreement, except as is expressly set forth herein, and each of the parties agrees not to make any assertion to the contrary. In this regard, the Husband and the Wife acknowledge that they understand this provision to mean that there are no informal promises between them, and that all obligations, duties, and responsibilities have been expressly and specifically set forth in writing in this Agreement.

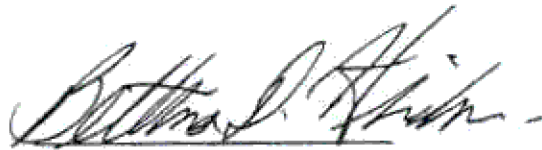
51. This Agreement may be signed in counterparts, in which case each of the counterparts, when taken together, shall constitute one and the same instrument.


49. The failure of either party to this Agreement to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement, or to exercise any right or option or make any election herein contained or provided for, shall not be construed as a waiver of or relinquishment for the future of any such term, right, option, or election, and this Agreement shall continue in full force and effect, and said failure to insist shall be no waiver or subsequent default thereof.


50. This Agreement is entire and complete and embodies all of the understandings and agreements of the parties, supersedes any prior understandings and agreements between them, and no representations or warranties of any kind or nature have been made to either party by the other in order to induce the making of this Agreement, except as is expressly set forth herein, and each of the parties agrees not to make any assertion to the contrary. In this regard, the Husband and the Wife acknowledge that they understand this provision to mean that there are no informal promises between them, and that all obligations, duties, and responsibilities have been expressly and specifically set forth in writing in this Agreement.


51. This Agreement may be signed in counterparts, in which case each of the counterparts, when taken together, shall constitute one and the same instrument.

52. All provisions of this Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, next of kin, executors, administrators, and legatees and distributees of the parties.

  
Witness

  
Witness

  
VERONIQUE BICH

  
BRUNO BICH

STATE OF NEW YORK ) ss.:  
COUNTY OF NEW YORK )

On the 13<sup>th</sup> day of May in the year 2008 before me, the undersigned personally appeared VERONIQUE BICH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Signature and office of individual taking acknowledgment

ANTHONY R. DANIELE  
Notary Public, State of New York  
No. 02DA6069626  
Qualified in New York County  
Commission Expires February 11, 2010

STATE OF NEW YORK ) ss.:  
COUNTY OF NEW YORK )

On the 13<sup>th</sup> day of May in the year 2008 before me, the undersigned personally appeared BRUNO BICH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Signature and office of individual taking acknowledgment

ANTHONY R. DANIELE  
Notary Public, State of New York  
No. 02DA6069626  
Qualified in New York County  
Commission Expires February 11, 2010

## Exhibit A

Bruno Bich  
Statement of Assets and Liabilities

I. ASSETS (Approximate Values as of May 5, 2008)

Description	Est. / Approx. Value
Banking Accounts: (Joint accounts with Veronique Bich)	
UBS Checking/Saving (Florida/Paris)	\$556,000
Brokerage Accounts	
DLG	\$1,600,000
Shares:	
2,198,422 Société Bic shares	\$141,000,000
1,091,280 Société M.B.D. shares (discounted value)	\$32,000,000
Real Estate:	
Farm, Dutchess County, New York	\$15,000,000
Residence, 22 Harbor Point Drive, Key Biscayne, Florida	\$13,000,000
Apartment, 88 Rue de Grenelle, Paris 7, France (title held by Grenelle LLC)	\$11,000,000
Ocean Dunes apartment, Florida (51% percent interest)	500,000
150 undeveloped acres in Dutchess County, New York	\$1,200,000
Miscellaneous:	
Firearm Collection	\$100,000
Antiques and Furnishings and Artwork (owned jointly with Veronique Bich)	\$10,000,000
Sailboat, <i>Bambochip</i>	\$2,200,000

II. LIABILITIES (Approximate Values as of May 5, 2008)

Description	Appr. Principal Bal.
UBS (Grenelle Debt incurred to purchase Paris apartment)	\$12,200,000
UBS (Lifestyle Debt)	\$6,000,000



**EXHIBIT B****Veronique Bich****Statement of Assets and Liabilities as of May 13, 2008****1. ASSETS (Approximate Values)**

<b>Description</b>	<b>Est./Approx. Value</b>
Banking Accounts:	
Joint Accounts With Bruno Bich	\$ 556,000.00
Investment in Liquor Business	\$1,250,000.00
Misc. tangible personal property (e.g. Furniture and furnishings, clothing, automobiles, Jewelry, and weapons) including ½ interest in tangible personal property owned jointly with Bruno Bich.	\$5,000,000.00

**2. LIABILITIES**

None Known

**Exhibit C**  
**CONFIDENTIALITY AGREEMENT**

**CONFIDENTIALITY AGREEMENT** entered into as of the 13<sup>th</sup> day of May 2008, by and among VERINOQUE BICH (the "Wife"), RAOUL FELDER AND PARTNERS, P.C., (the "Wife's Counsel"), BRUNO BICH, (the "Husband") and THE LAW OFFICES OF ANTHONY R. DANIELE, (the "Husband's Counsel");

**A. Information Subject to this Agreement.**

(1) This Agreement governs the access to, use, treatment, and distribution of documents or information produced in connection with the negotiation and execution of a First Amended Postnuptial Agreement, dated May 13, 2008, the original Postnuptial Agreement, dated December 19, 2001 or any other agreement, between the Wife and the Husband [hereinafter "Confidential Information"], including but not limited to tax returns, financial statements, and other financial information. All documents produced in response to formal or informal demands of either party or his or her Counsel, and whether marked Confidential or not, shall be considered Confidential pursuant to this Agreement.

(2) This Agreement also governs the content and subject matter of the First Amended Postnuptial Agreement, dated May 13, 2008, and the original Postnuptial Agreement, dated December 19, 2001.

**B. Permitted Use**

(1) The "Confidential Information" or information designated "Confidential" shall not be used or disclosed for any purpose whatsoever, other than for the purposes of negotiating an agreement between the parties.

(2) All such information may be disclosed or made available only to the persons specified below and shall not be used in any litigation between the parties or between either party and any third person, unless disclosure of said Confidential Information is otherwise required by (i) subpoena in which event the person receiving the subpoena shall first give notice of service of the subpoena to the other party promptly upon the service of said subpoena and prior to the production of any Confidential Information; (ii) Court Order upon application of any party following prior written notice to the other party; or (iii) with the explicit written consent of the other party:

- (a) Counsel who represent either party in connection with the negotiation and execution of an agreement between the parties, and counsel's partners, associates, legal assistants, and employees;
- (b) Experts and consultants retained in good faith to assist any party hereto or their legal counsel, provided that such persons agree to be bound by the provisions of this Agreement; and

- (c) Employees of outside copy services used to make copies of Confidential Information.

**C. Enforcement.**

(1) Both parties and their attorneys recognize that if they (or the persons listed in paragraphs B(1) and B(2) of this Agreement) fail to comply with their undertakings set forth in this Agreement, irreparable injury to the non-breaching party could result. For this reason, each party agrees that in the case of a breach or a threatened breach of those undertakings, the non-breaching party shall be entitled to injunctive relief, including specific enforcement of this Agreement. These remedies are in addition to any other remedies available under applicable law, all of which remedies may be asserted cumulatively and none of which are mutually exclusive. In the event of a breach, each breaching party agrees to indemnify and hold harmless the non-breaching party against any damage, loss or liability arising out of or attributable to the use or dissemination of the Confidential Information by him or her (and those persons employed by the breaching party as set forth in paragraphs B(1) and B(2) of this Agreement) in violation of this Agreement, and further the breaching party agrees to be responsible for the non-breaching party's costs and expenses (including reasonable legal fees) incurred in enforcing or otherwise exercising his/her remedies under this Agreement and applicable law.

(2) Each party consents to the jurisdiction of the New York courts, state and federal, for purposes of any proceeding to enforce the terms of this Agreement, and waives any objections to the jurisdiction of, or venue in, such courts

**D. Retention of Confidential Information.**

(1) The attorneys for the parties are directed to retain information designated "Confidential" or Confidential Information in their custody and control and take the necessary precautions to prevent persons not authorized as provided above from obtaining access to such information.

(2) Within ninety (90) days after either the execution of a written agreement between the parties or written notice from one party, or his Counsel, to the other party or Counsel of his or her intent to terminate negotiations, at the written request of either party all Confidential Information produced by either party, or on behalf of either party, shall be returned to the party's counsel and counsel for the delivering party shall certify that all such "Confidential" information has been returned.

**E. General Provisions.**

(1) This Agreement shall be governed by, and construed under, the laws of the State of New York, all rights and remedies being governed by said laws, regardless of the place where it is executed by either party.

(2) This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter herein, and cannot be amended, modified or terminated except by an agreement in writing executed by the parties hereto.

(3) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs and legal representatives.

(4) Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or lack of enforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

(5) Neither party makes any representations or warranties as to the Confidential Information, all of which will only be binding to the extent set forth in an executed and delivered postnuptial agreement between the parties.

Dated: New York, New York  
May 13, 2008

\_\_\_\_\_  
BRUNO BICH ("Husband")

\_\_\_\_\_  
VERONIQUE BICH ("Wife")

THE LAW OFFICES OF  
ANTHONY R. DANIELE  
*Attorneys for Husband*

RAOUL FELDER AND PARTNERS, P.C.  
*Attorneys for Wife*

By: \_\_\_\_\_  
Anthony R. Daniele, Esq.

By: \_\_\_\_\_  
Raoul Lionel Felder, Esq.

## Exhibit D

## Statements pursuant to DRL §177(1)

I, VERONIQUE BICH, fully understand that upon the entrance of this divorce agreement, I may no longer be allowed to receive health coverage on my former spouse's health insurance plan. I may be entitled to purchase health insurance on my own through a COBRA option, if available, otherwise I may be required to secure my own health insurance.

Date: May 13, 2008

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VERONIQUE BICH

I, BRUNO BICH, fully understand that upon the entrance of this divorce agreement, I may no longer be allowed to receive health coverage on my former spouse's health insurance plan. I may be entitled to purchase health insurance on my own through a COBRA option, if available, otherwise I may be required to secure my own health insurance.

Date: May 13, 2008

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BRUNO BICH