

DISTRICT COURT, EL PASO COUNTY, COLORADO Court Address: 20 East Vermijo Colorado Springs, CO 80903-2209 P.O. Box 2980 Colorado Springs, CO 80903-2980 Phone Number: (719) 448-7650	FILED IN THE DISTRICT AND COUNTY COURTS OF EL PASO COUNTY, COLORADO WN JUL 14 2004 L. COLE, JR. CLERK OF THE DISTRICT/COUNTY COURT ▲ COURT USE ONLY ▲
In Re the Marriage of: Petitioner: BARBARA ANN ROBBINS and Co-Petitioner: DOUGLAS EVERETT ROBBINS	Case Number: 02 DR 3915 Div.: Y/14-8 Ctrm:
SEPARATION AGREEMENT	

THIS AGREEMENT is made and entered into between DOUGLAS EVERETT ROBBINS, hereinafter referred to as "Husband", and BARBARA ANN ROBBINS, hereinafter referred to as "Wife";

WHEREAS, the parties hereto are Husband and Wife, having been married on December 24, 1993; and no children being born or adopted of the marriage; and the Wife not being pregnant; and,

WHEREAS, the Decree of Dissolution of Marriage previously entered on July 9, 2003, nunc pro tunc June 23, 2003

WHEREAS, certain differences have arisen between the parties resulting in an irretrievable breakdown in the marital relationship, and an action for Dissolution of Marriage, having been filed; and,

WHEREAS, the parties consent to the jurisdiction of the above-captioned Court and desire not to contest this pending action for Dissolution of Marriage; and the parties waive any claim to improper venue of this action; and the parties waive all rights and benefits under the Soldiers' and Sailors' Relief Act of 1940, as amended, if any they have; and,

WHEREAS, the parties understand their right to seek the advice and to be represented by a separate and independent attorney of their own choosing with regard to this pending action and to this Separation Agreement, or are each presently represented

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by such independent counsel; and,

WHEREAS, the parties desire to amicably settle and compromise on both a temporary and permanent basis each and every matter collateral to the marriage, including division of property and debts, spousal maintenance, and, as necessary, child support, allocation of parental responsibilities, and all other matters concerning the duties and obligations of the parties so as to have a full and complete settlement of all rights of the respective parties;

NOW THEREFORE, in consideration of the mutual promises, benefits and detriment of and to the parties hereto, the parties, intending to be legally bound hereby, do freely and voluntarily agree and stipulate as follows:

ARTICLE ONE
NON-INTERFERENCE

The parties hereafter shall live separately and apart from one another, each to be free from the marital control and authority of the other party, and neither party shall interfere with nor molest the other, and neither party at any time hereafter shall contract any debts, charges or liabilities whatsoever for which the other party shall become personally liable.

ARTICLE TWO
SPOUSAL MAINTENANCE

The Husband shall pay spousal maintenance to the Wife as follows:

- A. \$10,000 upon the execution of this document.
- B. An additional \$10,000 in equal monthly installments of \$833 for a period of twelve months, commencing August 1, 2004.
- C. The Husband's obligation to pay spousal maintenance shall earlier terminate upon the Wife's death, the Wife's remarriage or the Husband's death, whichever may occur first. The Husband waives whatever claim he may have to seek spousal maintenance against the Wife. It is agreed that by contract this provision for spousal maintenance may not be modified by the Court and the Court shall relinquish jurisdiction to consider a motion for modification of spousal maintenance by either party.

ARTICLE THREE
PROPERTY AND DEBTS

- A. Real Estate: The parties no longer own real estate in their individual name.
- B. Automobiles: Husband is awarded the 1994 Harley Davidson. The Wife is awarded the 1999 Ford 350 Pickup and the 1998 utility trailer. The 1999 Ford 350 Pickup truck and 1998 utility trailer are currently in the Husband's possession in Texas. Husband shall turn these vehicles over to the Wife or to a party designated by the Wife. The Husband indicates that said vehicles are in generally good condition and he has not damaged them. Each party will convey title to the vehicles awarded to the other party.
- C. Consumer Debts: The parties have separated their consumer debts and each party shall be responsible for those debts that are in their name respectively and/or incurred by them since the date of the parties' separation.
- D. Winding Up Businesses: The parties shall cooperate in the winding up of the various businesses in which they have been jointly involved and which are collectively referred to herein as the Northstar Companies (these companies are as follows: Northstar Companies International, L.L.C.; Northstar Design and Construction, L.L.C.; Northstar Management & Internal Control, L.L.C.; Northstar Holdings & Investments, L.L.C.; Northstar Realty and Development). It is acknowledged that this domestic relations proceeding lacks jurisdiction to resolve claims which may have arisen between Husband and Wife related to the Northstar Companies operation and management. Therefore, each party retains whatever claim they may have regarding the management and operations of the Northstar Companies against the other, except as expressly set forth herein.
- E. Distribution of Tax Attributes: There are certain tax losses associated with the Northstar Companies which may be claimed on the individuals tax returns. It is hereby agreed that the Husband shall claim 75% and the Wife 25% of such losses for income tax purposes.
- F. Personal Property: The parties agree that all personal property including but not limited to cash, bank accounts, furniture, household goods, motor vehicles, and other personal property has been divided between them in a manner which is satisfactory to each. The parties agree that this division of property is satisfactory to both and each relinquishes all right, title, and interest in and to the property now held by the other. The property apportioned hereunder shall become the exclusive property of that party,

and such property is taken by each party with all the encumbrances and other obligations to which such property may be subject, except as otherwise set forth in this Agreement. Each party agrees to assume, pay and discharge all such encumbrances and obligations and hold the other harmless therefrom, except as may otherwise be specifically set forth in this Agreement.

ARTICLE FOUR ATTORNEY FEES

Husband and Wife shall each be responsible for their own attorney fees and costs incurred in this action.

ARTICLE FIVE OTHER PROVISIONS

A. Conscionability:

Each party agrees that he or she has read this Separation Agreement in its entirety, and each agrees that the stipulations set forth herein are reasonable as concerns him or her. Each party makes this Agreement voluntarily and agrees that duress or undue influence was not used by the other party to secure this Agreement.

B. Incorporation by Order and Indemnification:

This Agreement may be submitted to the above-captioned Court for inclusion in any Order of the Court, and upon such inclusion, shall have the full force and effect of an Order of the Court and shall be so enforceable. In the event additional Court proceedings are required to enforce this Agreement, the party breaching the Agreement shall pay attorney fees and all other costs and expenses incurred by or on behalf of the other party to this Agreement. In the event that a party to this Agreement is compelled to defend any claim brought by a third party and such claim is based upon an omission to do that which is required by the terms of this Agreement, or the commission of an act which is prohibited by the terms of this Agreement, then the party acting in violation of the Agreement agrees to indemnify the other party to this Agreement for all costs, judgments, interests, attorney fees, penalties, and any other expenses incurred in the third party action.

C. Entire Understanding:

The parties agree that this Agreement is an integrated resolution of all issues, and that there are no agreements other than those set forth herein.

D. Heirs and Executors:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, and assigns.

E. Effective Date:

This Agreement shall become binding upon the parties and their legal successors immediately upon its execution by both parties, and both parties agree that, upon Motion by either party, the parties may be ordered to perform in accordance with the provisions thereof.

F. Execution of Documents:

Each of the parties agrees to execute promptly all of the documents or other items necessary to accomplish the terms of this Agreement whenever called upon to do so by the other party and within ten days of being requested to do so by the other party. If a party should fail, neglect, refuse, or be unable to execute such documents, then the parties hereby agree that the Clerk of the above-captioned District Court is appointed to act as commissioner or agent for the purpose of executing any and all said documents on behalf of a party, and this Agreement shall constitute an actual grant, assignment and conveyance of property and property rights as set forth in the Agreement.

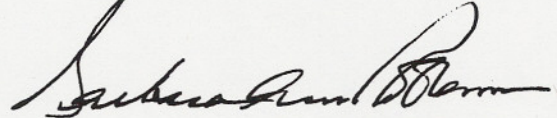
G. Interpretation of Provisions:

All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of Colorado.

H. Modification in Writing:

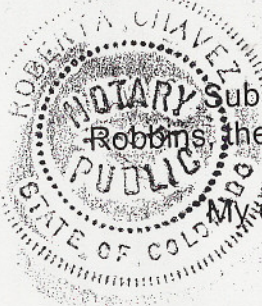
No modification of any of the terms of this Agreement shall be valid unless such modification is reduced to writing and signed and dated by both the Husband and Wife, except to the extent that specific modification is otherwise agreed as set forth elsewhere in this Agreement and then only to the extent specifically stated.

IN WITNESS WHEREOF the parties hereto have set their signatures.



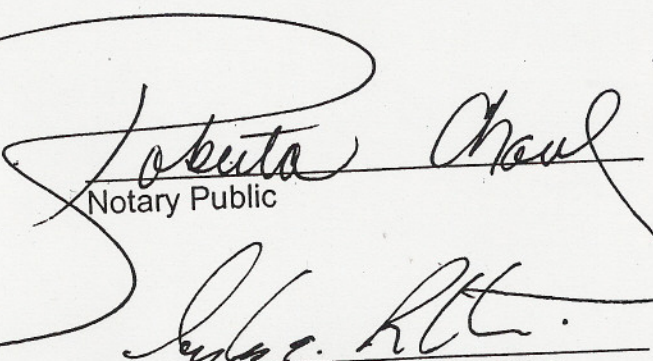
BARBARA ANN ROBBINS, Petitioner

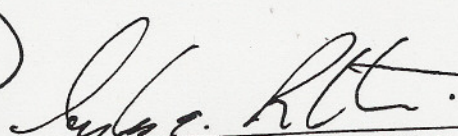
STATE OF COLORADO)
) ss:
COUNTY OF EL PASO)



Subscribed and affirmed to before me this 9th day of July, 2004, by Barbara Ann Robbins, the Petitioner.

My commission expires: 8/29/05

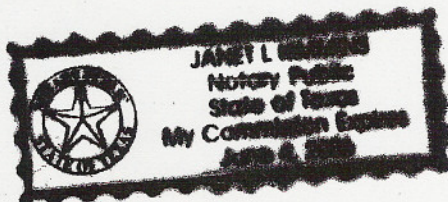

Notary Public

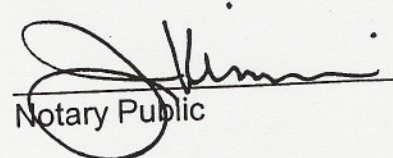

DOUGLAS EVERETT ROBBINS,
Respondent

STATE OF TEXAS)
) ss:
COUNTY OF Montgomery

Subscribed and affirmed to before me this 13th day of July, 2004,
by Douglas Everett Robbins, the Respondent.

My commission expires:




Notary Public