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IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
STATE OF MISSOURI

SEJAD DZANANOVIC,	)	
	)	
Petitioner,	)	
	)	**Cause No. 17SL-DR00517**
vs.	)	
	)	**Division 65**
SELMA DZANANOVIC,	)	
	)	
Respondent.	)	

STIPULATION AND SEPARATION AGREEMENT

THIS AGREEMENT is made and entered into by the parties on the date hereinafter set forth between **SEJAD DZANANOVIC** (SSN xxx-xx-5938), Petitioner, (hereinafter "Sejad") and **SELMA DZANANOVIC**, (SSN xxx-xx-1008), Respondent, (hereinafter "Selma") in view of the following facts:

A. The parties were married on May 1, 2009, and the marriage is registered in the St. Louis City, Missouri.

B. The parties constructively separated on or about January 25, 2017, and a Petition for Dissolution of the marriage was filed in the Circuit Court of St. Louis County, State of Missouri.

C. There is one minor child born of the marriage of the parties, to wit: ARMINA DZANANOVIC, now age three (3) years.

D. There is no reasonable likelihood that the marriage can be preserved, and, therefore, the marriage is irretrievably broken.

E. There is no marital property to be divided by the Court and that the parties have already divided their personal property.

F. The parties desire to settle all property rights between themselves and the care, maintenance and support of the parties, subject to the approval of the Court, in the event that the Court sees fit to grant the dissolution of the bonds of marriage heretofore entered into between the parties. The parties desire to evidence herein their agreement, pursuant to and as authorized by Section 452.325, Mo. Rev. Stat.

G. That both parties have resided in the State of Missouri for ninety days immediately preceding the filing of this Agreement.

NOW, THEREFORE, in consideration of the premises and the promises, covenants and agreements contained herein, the adequacy and sufficiency of which are hereby acknowledged and agreed to, it is hereby stipulated and mutually promised, covenanted and agreed by and between the parties hereto, in the event that a Judgment and Decree of Dissolution is granted:

1. REAL ESTATE:

The parties do not own any property.

2. MAINTENANCE:

The parties agree, after examining all relevant factors, including the needs and financial resources of the parties, that Sejad hereby specifically waives any right which he may have to maintenance, statutory or contractual, from Selma. Selma hereby specifically waives any right which she may have to maintenance, statutory or contractual, from Sejad. Said waiver of maintenance is non-modifiable upon changed circumstances.

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3. **PROPERTY:**

Except as otherwise provided herein, each party shall retain as their sole and separate property their respective clothing, jewelry, items of personal use, and all of the personal property which is currently in their respective possession. The parties further represent that they have divided all household goods, and agree that each may retain the goods currently in his or her possession as their sole and separate property.

As an equalization payment, Sejad will pay to Selma the sum of ten thousand dollars ($10,000.00), Two Thousand Dollars ($2,000.00) upon execution of the agreement and Two Thousand Dollars ($2,000.00) every sixty (60) days until paid in full. This sum will represent an equalization of marital property.

4. **TAX RETURNS FOR PRIOR YEARS:**

(a) If, in connection with any joint federal or state income tax returns filed by the parties for tax years prior to the year of the Judgment and Decree of Dissolution, there is a deficiency assessment (as finally determined by the taxing authority) with regard to the joint tax returns they filed, except as provided below, the parties will each pay a portion of any such deficiency assessment, according to the percentage that each party's individual gross income bears to the total gross income of the parties for that year. Should any audit result in a refund to the parties, it shall likewise be divided according to their individual incomes for that year. Sejad and Selma agree to cooperate in the event of any audit by any taxing authority, including but not limited to providing documents in his or her possession pertinent to the audit.

(b) In the event, however, and to the extent that a deficiency assessment has been caused by the failure or neglect of a party to disclose any income which should be included on said returns,

the party so responsible for the assessment shall promptly pay all sums due on account of any assessment, penalties, and interest arising out of the failure to report income or the negligence of the party. Each party shall indemnify and hold the other harmless against any assessments, penalties and interest for which the party may be liable under this paragraph and for expenses, including but not limited to reasonable accountant's and attorney's fees arising out of or in connection with the party's failure to make prompt payment of the sums for which the party is liable under this paragraph.

5. **ATTORNEYS' FEES AND COURT COSTS:**

Each of the parties hereto shall pay their own respective attorneys' fees and court costs associated with this action.

6. **DEBTS:**

Each of the parties hereto shall pay their own respective debts which they incurred after the date of separation, January 25, 2017, and agree to indemnify and hold harmless the other party thereon.

Sejad and Selma hereby agree to indemnify and hold harmless the other and to defend him or her from and against all claims and liabilities and will reimburse the other for any and all expenses made or incurred by the other, either directly or indirectly, including a reasonable attorney's fee, as a result of his or her failure to timely pay or otherwise satisfy the specific debts and liabilities assumed by each herein and, to the extent that there may be other outstanding debts which are not disclosed herein, the party that incurred the debt shall indemnify and hold the other party harmless, as provided in this paragraph, from any and all liability with respect to the debts that they incurred.

Each party warrants and represents to the other that no obligation exists upon which the other party is or may become personally liable, or which could be enforced at any time against an asset

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held or to be received under this agreement by the other party, other than those obligations disclosed herein. Each party agrees that any obligation not otherwise disclosed herein, that was incurred by or on behalf of either party without the consent of the other, shall be that party's sole responsibility, and the party incurring such obligation shall hold the other party harmless thereon. Each party further agrees not to incur any obligation upon which the other party could be personally liable on or after the entry of a Judgment and Decree of Dissolution, except as specifically agreed to by both parties in writing subsequent to the entry of the Judgment and Decree of Dissolution.

7. **MUTUAL RELEASE:**

The parties hereto hereby mutually release and discharge the other from any and all other claims, demands, causes of action, whether at law or equity, dower, both in real and personal property, both under the statutes and common law, and all other charges of every kind, character or nature which either of the parties does now or might have against the other arising in any manner whatsoever, except as are herein specifically reserved to the parties, or as may be derived by either party to effectuate and maintain the terms of this Agreement.

8. **INCORPORATION IN JUDGMENT AND DECREE:**

The terms of this Agreement shall be incorporated into and fully set forth in any Judgment and Decree of Dissolution entered by the Court.

9. **TIME:**

For acts or things required to be performed under the terms of this Agreement and no time is specified for their performance, each act shall be done as soon as practicable after the entry of a Judgment and Decree of Dissolution of Marriage by the Court.

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10. EXECUTION OF DOCUMENTS:

The parties hereto agree to execute any and all documents, contracts, deeds, stock powers, account transfer documents, titles, and any other instruments and documents necessary or appropriate to carry out the terms of this Agreement.

11. VOLUNTARY AGREEMENT AND WAIVER OF DISCOVERY:

Each of the parties hereby affirms that they each are entering into this Agreement freely and voluntarily; that they have had the opportunity to conduct full discovery such as interrogatories, document requests, appraisals of their property, and depositions, and has chosen not to do so; that each believes he or she has ascertained and weighed all the facts and circumstances likely to influence his or her judgment herein; that they have each had the opportunity to seek independent advise of counsel in regard to all details and particulars of the Agreement and the underlying facts; that without conducting discovery, they and any counsel they have consulted is unable to advise him or her of the fairness and appropriateness of this settlement, which is based upon their personal knowledge; and they clearly understand and assent to all the provisions of this Agreement. The parties further state that each has made an independent investigation concerning the nature, extent and value of the real and personal property of the parties; that the nature of all marital and separate property known to each of them has been disclosed herein; and that the provisions hereof are not unconscionable and merit the approval and confirmation of the Court.

12. AGREEMENT BINDING:

This Agreement shall be binding on the heirs, representatives and assigns of the parties hereto and each party hereby binds himself and herself to perform his or her obligations under this Agreement.

13. **CONSTRUCTION:**

The undersigned hereby elect to have the provisions of Section 1041 of the Internal Revenue Code apply to all qualifying transfers of property after December 31, 1983. The undersigned understand that Section 1041 applies to all property transferred between spouses, or former spouses incident to divorce. The parties further understand that the effects for Federal income tax purposes of having Section 1041 apply are that (1) no gain or loss is recognized by the transferor spouse or former spouse as a result of this transfer; and (2) the basis of the transferred property in the hands of the transferee is the adjusted basis of the property in the hands of the transferor immediately before the transfer, whether or not the adjusted basis of the transferred property is less than, equal to, or greater than its fair market value at the time to the transfer. The undersigned understand that if the transferee spouse or former spouse disposes of the property in a transaction in which gain is recognized, the amount of gain which is taxable may be larger than it would have been if this election had not been made.

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IN WITNESS WHEREOF, SEJAD DZANANOVIC has executed this Agreement this 20th day of November, 2017.

SEJAD DZANANOVIC, Petitioner

SUBSCRIBED AND SWORN to before me this 20th day of November, 2017.

KATIE BARBEAU
My Commission Expires
August 19, 2019
St. Louis County
Commission #15607439

Notary Public
My Commission expires: August 19, 2019

IN WITNESS WHEREOF, SELMA DZANANOVIC, has executed this Agreement this 17th day of November, 2017.

SELMA DZANANOVIC, Respondent

SUBSCRIBED AND SWORN to before me this 17th day of November, 2017.

Notary Public
My Commission expires: 4-30-2018

SERENA BILIC
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 14406708
My Commission Expires April 30, 2018

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