

JAMES E. SMITH
ATTORNEY AND COUNSELOR AT LAW
214 SOUTH MARYLAND PARKWAY
LAS VEGAS, NEVADA 89101
(702) 382-9181
E-MAIL: JAMESSMITH@AOL.COM
http://www.james-smith.com

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FILED

NEOJ

JAMES E. SMITH, ESQ.
Nevada Bar #000052
214 South Maryland Parkway
Las Vegas, Nevada 89101
619-461-7403382-9181
Attorney for Plaintiff,
R. SCOTLUND VAILE

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Loretta L. Brown
CLERK



DISTRICT COURT

36969

CLARK COUNTY, NEVADA

FILED

R. SCOTLUND VAILE,)
)
Plaintiff,)
)
vs.)
)
CISILIE A. VAILE,)
)
Defendant.)

CASE NO. D230385
DEPT. NO. G

FEB 20 2001

Christine M. Bloom
CLERK OF DISTRICT COURT
DEPUTY CLERK

NOTICE OF ENTRY OF DECREE OF DIVORCE

TO: CISILIE A. VAILE, Defendant in Proper Person:

YOU WILL PLEASE TAKE NOTICE that on the 21st day of August, 1998 a
DECREE OF DIVORCE was entered in the above-captioned case, a true and correct copy
of which is attached hereto.

DATED August 25, 1998.

James E. Smith

JAMES E. SMITH, ESQ., NSB #52
214 South Maryland Pkwy.
Las Vegas, Nevada 89101
702-382-9181
Attorney for Plaintiff
R. SCOTLUND VAILE

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE

FEB 13 '01

Loretta L. Brown
CLERK

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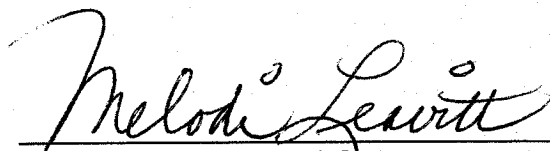
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CERTIFICATE OF MAILING

I hereby certify and return that on this date I mailed the foregoing NOTICE OF ENTRY OF DECREE OF DIVORCE to the parties hereto, addressed as follows::

CISILIE A. VAILE
Goteborg Gata 1
0566 Oslo
NORWAY

Dated August 25, 1998.



Melodi Leavitt, Legal Secretary

JAMES E. SMITH, ESQ.

Nevada Bar No. 52

214 South Maryland Pkwy.

Las Vegas, Nevada 89101

619-461-7403382-9181

Attorney for Plaintiff

R. SCOTLUND VAILE

JAMES E. SMITH
ATTORNEY AND COUNSELOR AT LAW
214 SOUTH MARYLAND PARKWAY
LAS VEGAS, NEVADA 89101
(702) 382-9181
E-MAIL: JAMESSMITH@AOL.COM
<http://www.james-smith.com>

1 DECD

2 JAMES E. SMITH, ESQ.
3 Nevada Bar #000052
4 214 South Maryland Parkway
5 Las Vegas, Nevada 89101
6 702-382-9181
7 Attorney for Plaintiff,
8 R. SCOTLUND VAILE

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Laura L...
CLERK

DISTRICT COURT

CLARK COUNTY, NEVADA

8 R. SCOTLUND VAILE,
9 SSN: 519-02-6087

10 Plaintiff,

11 vs.

12 CISILIE A. VAILE,
13 SSN: 280-92-2900

14 Defendant.

CASE NO. D230385

DEPT. NO. C

DECREE OF DIVORCE

15 The above entitled cause having come on for summary disposition on this day
16 before the Court, the Plaintiff having requested summary disposition by and through
17 his counsel, JAMES E. SMITH, ESQ., and the Defendant having interposed her
18 ANSWER IN PROPER PERSON, and the Court being fully advised in the premises
19 finds; that the Plaintiff is now and for more than six weeks prior to the verification of
20 the Complaint in this action has been an actual, bona fide resident and domiciliary of
21 the County of Clark, State of Nevada, actually and physically residing and being
22 domiciled therein during all of said period of time, and that this Court has jurisdiction
23 over both of the parties hereto and of this cause of action, that each and every one of
24 the allegations contained in Plaintiff's Complaint were and are true, that there are no
25 minor adopted children of the parties, and Defendant is not now pregnant, that the
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1 parties have both waived their respective rights to spousal support, and that Defendant
2 has waived her rights to FINDING OF FACT, CONCLUSIONS OF LAW and written
3 NOTICE OF ENTRY OF JUDGMENT, and that Plaintiff is entitled to the relief prayed for
4 in said Complaint upon the grounds alleged therein, and good cause appearing
5 therefore;
6

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the bonds of
8 matrimony now and heretofore existing between Plaintiff and Defendant be dissolved,
9 set aside, and forever held for naught, and that the parties hereto, and each of them,
10 be restored to a single, unmarried state;
11

12 IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED that the attached
13 Agreement is hereby adopted and incorporated herein as though fully set forth herein;
14

15 IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED that with regard
16 to the two minor children of the parties, to wit: KAIA LOUISE VAILE, born 05/30/91
17 and KAMILLA JANE VAILE, born 02/13/95, the child custody, visitation, maintenance
18 and support of the minor children IS HEREBY ORDERED as set forth in the above-
19 referenced Agreement.
20

21 IT IS FURTHER HEREBY ORDERED, ADJUDGED AND DECREED that the parties
22 understand they are bound by the provisions of NRS Chapter 125, and that the minor
23 child may not be removed from the State of Nevada without consent of the parties or
24 Order of the Court and that:

25 PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION
26 CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS
27 ORDER IS PUNISHABLE AS A FELONY BY UP TO 6 YEARS IN PRISON.
28 NRS 200.359 provides that every person having a limited right of
custody to a child or any parent having no right of custody to the child
who willfully detains, conceals or removes the child from a parent,

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1 guardian or other person having lawful custody or a right of visitation of
2 the child in violation of an order of this court, or removes the child from
3 the jurisdiction of the court without consent of either the court or all
4 persons who have the right to custody or visitation is subject to being
5 punished by for a category D felony as provided in NRS 193.130.

6 IT IS FURTHER HEREBY ORDERED that said minor children are the habitual
7 residents of the State of Nevada and, pursuant to the provisions of NRS 125.510(7),
8 the parties are hereby notified as follows:

9 "...the terms of the Hague Convention of October 25, 1980, adopted by
10 the 14th Session of the Hague Conference on Private International Law,
11 apply if a parent abducts or wrongfully retains a child in a foreign
12 country."

13 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, pursuant to the
14 provisions of NRS 125.450 and NRS 31A, et seq., the non-custodial parent is now
15 notified that the withholding or assignment of wages and commissions for the
16 payment of child support IS HEREBY ORDERED should any support become delinquent
17 for 30 days, or such earlier period of time as set out in NRS 31A, et seq.;

18 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that notice is hereby
19 given pursuant to NRS 125B.145 that the Court is required to review child support
20 obligations upon request by the parent, legal guardian or an attorney every three years
21 to determine if the support being paid is within the formula of NRS 125B.070;

22 IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED that the
23 community property of the parties is divided as set forth in the above-referenced
24 Agreement;

25
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28

.....

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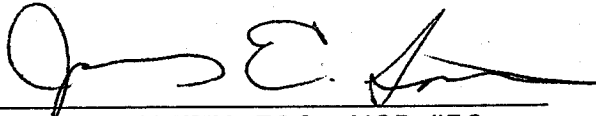
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IT IS FURTHER HEREBY ORDERED, ADJUDGED and DECREED that the
community debt of the parties is divided as set forth in the above-referenced
Agreement.

DATED and DONE this 10th day of August, 1998.

CYNTHIA DIANNE STEEL
DISTRICT COURT JUDGE

Submitted by:



JAMES E. SMITH, ESQ., NSB #52
214 South Maryland Pkwy.
Las Vegas, Nevada 89101
702-382-9181
Attorney for Plaintiff R. SCOTLUND VAILE

AGREEMENT made as of July ____, 1998 by and between R. Scotlund Vaile (hereinafter referred to as the "Husband" or "Scotlund"), and Cisilie A. Vaile (hereinafter referred to as the "Wife" or "Cisilie").

RECITALS

WHEREAS, the parties were married on June 6, 1990 in Salt Lake City, Utah, United States of America;

WHEREAS, the Husband is a citizen of the United States of America, and the Wife is a citizen of Norway and a permanent resident of the United States of America;

WHEREAS, there are two children born of the marriage, namely, Kaia Louise Vaile, born on May 30, 1991 and Kamilla Jane Vaile, born on February 13, 1995;

WHEREAS, certain unhappy and irreconcilable differences have arisen between the parties as a result of which the parties have concluded that they are incompatible with each other and have agreed to live separate and apart from each other, and it is their intention to live separate and apart from each other for the rest of their natural lives; and

WHEREAS, the parties desire that this Agreement, which is entered into after due and considered deliberation, shall constitute an agreement of separation between them and shall determine the rights of the parties with respect to all property, whether real or personal, wherever situated, now owned by the parties or either of them, or standing in their respective names or which may hereafter be acquired by either of the parties, and shall determine all other rights and obligations of the parties arising out of their marital relationship.

NOW THEREFORE, in consideration for the mutual promises, covenants and agreements contained herein and for other good and valuable consideration, the parties agree as follows:

ARTICLE I

Separation of the Husband and the Wife

1. **Separation.** The parties have agreed to live separate and apart from each other, and they shall hereafter live separate and apart from the other free from interference of any marital authority or control of the other, as fully as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, profession, business or trade which he or she may desire to pursue, free from interference or any marital authority or control of the other party.

2. **No Interference.** Neither party shall in any manner annoy, molest or otherwise interfere with the other party, nor shall either party at any time

institute any action, proceeding or suit to compel the other party to cohabit or dwell with him or her, or for the restoration of conjugal rights.

ARTICLE II
**Each Party Shall be Free
to Institute Suit for Divorce**

1. Each of the parties shall be free at any time hereafter to institute suit for absolute divorce against the other. The execution of this Agreement shall not be deemed to constitute a waiver or forgiveness of any conduct on the part of either party which may constitute grounds for divorce.

2. Notwithstanding paragraph 1 of this Article, the parties hereby agree that they shall file for divorce, and for confirmation of the provisions governing the custody of their Children and child support contained herein, in a court of competent jurisdiction in the State of Nevada, United States of America, before July 31, 1998 or as soon as possible thereafter.

3. Each of the parties shall be responsible for his or her own legal fees in connection with instituting suit for divorce or seeking confirmation of the provisions governing the custody of their Children and child support contained herein, *provided* that in the event the parties proceed in a manner specified in paragraph 2 of this Article Scotlund shall pay all filing or other similar fees with the State of Nevada and, if they use the same attorney in connection therewith, Scotlund shall pay all fees and expenses of such attorney.

4. Each party agrees not to take any action inconsistent with their intent as expressed in paragraph 2 of this Article or any other provision of this Agreement, provided that the other party shall proceed in good faith to obtain the divorce and confirmation of the custody and child support provisions of this Agreement as specified in paragraph 2 of this Article. This paragraph 4 shall terminate on July 1, 1999.

ARTICLE III
**Settlement of Financial Rights and
Obligations Between the Spouses**

1. **Division of Marital Property.** (a) **Husband's Financial Representation.** The Husband hereby represents and warrants to the Wife that (i) the aggregate market value of all cash, securities and other financial assets (including any individual retirement accounts, 401(k) accounts or similar retirement or pension benefits, but only to the extent vested), currently standing to the credit of the Husband or otherwise owned by him, whether individually, jointly or otherwise, or which may be held for his benefit by any third party (other than any cash, securities and other financial assets currently standing to the credit of the Husband and the Wife, as joint tenants, tenants by the entirety or tenants in common) is the US dollar equivalent of zero U.S. dollars (US\$0.00), (ii) the Husband does not own, whether individually, jointly or otherwise, any real

property, (iii) the Husband does not own, whether individually, jointly or otherwise, any tangible personal property that (A) has not been disclosed to the Wife and (B) individually or collectively has a fair market value in excess of US\$2,000, and (iv) the Husband has not transferred any property, whether real or personal, to any third party for less than fair value (A) within one year of the date hereof or (B) in contemplation of entering into this Agreement or seeking a separation or divorce from the Wife.

(b) **Wife's Financial Representation.** The Wife hereby represents and warrants to the Husband that (i) the aggregate market value of all cash, securities and other financial assets (including any individual retirement accounts, 401(k) accounts or similar retirement or pension benefits, but only to the extent vested), currently standing to the credit of the Wife or otherwise owned by her, whether individually, jointly or otherwise, or which may be held for her benefit by any third party (other than any cash, securities and other financial assets currently standing to the credit of the Husband and the Wife, as joint tenants, tenants by the entirety or tenants in common) is the US dollar equivalent of zero U.S. dollars (US\$0.00), (ii) the Wife does not own, whether individually, jointly or otherwise, any real property, (iii) the Wife does not own, whether individually, jointly or otherwise, any tangible personal property that (A) has not been disclosed to the Husband and (B) individually or collectively has a fair market value in excess of US\$2,000, and (iv) the Wife has not transferred any property, whether real or personal, to any third party for less than fair value (A) within one year of the date hereof or (B) in contemplation of entering into this Agreement or seeking a separation or divorce from the Husband.

(c) **Joint Financial Assets.** The parties hereby acknowledge and agree that the aggregate market value of all cash, securities and other financial assets currently standing to the credit of the Husband and the Wife, as joint tenants, tenants by the entirety or tenants in common, is the US dollar equivalent of not more than US\$500.

(d) **Division of Financial Assets.** Upon the execution of this Agreement, (i) the Husband shall pay to the Wife US\$250 in immediately available funds and (ii) the Wife shall transfer to the Husband all joint financial assets referred to in subparagraph (c) of this paragraph 1, including any credit or debit cards for which the Husband is or may be held jointly liable.

(e) **Equitable Division of Tangible Personal Property.** The parties agree to divide equitably between themselves, all of the furniture, furnishings, rugs, pictures, books, silver, plate, china, glassware, objects of art, and other tangible personal property acquired by them during the course of their marriage.

(f) **Individual Property.** Subject to the representations and warranties contained in subparagraphs (a)-(c) of this paragraph 1, the parties agree that except for the dispositions provided in subparagraphs (d) and (e) of this paragraph 1, each party shall retain full ownership and control of all property currently standing in his or her name, whether individually, jointly or otherwise,

or which may be held for his or her benefit by third parties, or to which he or she shall have any right of whatsoever nature, and whether such property interests or rights are present or contingent, vested or unvested, and each agrees that all such property is the separate property of the other and shall belong to the other alone.

2. *Debts.* (a) *Debts Previously Contracted.* The Husband agrees to assume and be solely answerable and liable for all debts, charges and liabilities of whatever kind incurred by either party during their marriage and before the date hereof, and hereby covenants and agrees that he will indemnify and hold the Wife harmless from any and all claims made by third parties because of any debts, charges or liabilities incurred by either party during their marriage and before the date hereof, except for:

(i) any debts, charges or liabilities incurred by the Wife for any purpose during their marriage, whether by credit or debit card or otherwise, and before the date hereof that (A) have not been disclosed to the Husband and (B) are individually or collectively more than US\$500; and

(ii) that certain loan from Barclay's Bank incurred by the Wife in her name and represented by the note attached as Exhibit A hereto, in an aggregate principal amount of GBP 8,000, which was used by the Wife for educational and employment training purposes.

(b) *Future Debts.* Each party covenants and agrees that from and after the date hereof, he or she will not contract any debts, charges or liabilities for which the other party, or his or her property or estate, shall be or become answerable or liable, and each of the parties covenants and agrees that he or she will indemnify and hold the other party harmless from any and all claims made by third parties because of any debts or liabilities incurred by him or her on or after the date hereof.

3. *Income Taxes.* (a) *Past Income Tax Liability.* The Husband represents and warrants to the Wife that all U.S. Federal, State and local income taxes, all U.K. income taxes, and all income taxes of other taxing jurisdictions arising out of any income earned or realized by either party during their marriage have been paid, that no interest or penalty is due with respect to any such income taxes, and that no tax deficiency proceeding is pending or threatened against either of them with respect to such income taxes for any taxable period ending on or before December 31, 1997, and agrees to indemnify and hold the Wife harmless from and against any and all additional tax assessments, penalties and/or interest relating to any income tax returns that were or should have been filed by the parties in such taxing jurisdictions, except for any additional tax assessments, penalties and/or interest relating to any income earned or realized by the Wife before December 31, 1997 that (i) has not been disclosed to the Husband and (ii) is individually or collectively more than US\$2,000.

(b) *Current and Future Income Taxes.* The Husband agrees to assume and be solely answerable and liable for all U.S. Federal, State and local income taxes, all U.K. income taxes, and all income taxes of any other taxing jurisdiction arising out of any income earned or realized by either party from January 1, 1998 through the date hereof and for any income earned or realized by the Husband on or after the date hereof, and hereby covenants and agrees to indemnify and hold the Wife harmless from and against any and all such income tax liability, except for any such income taxes arising out of any income earned or realized by the Wife before the date hereof that (i) has not been disclosed to the Husband and (ii) is individually or collectively more than US\$2,000. The Wife agrees to assume and be solely answerable and liable for all U.S. Federal, State and local income taxes, all U.K. and Norwegian income taxes, and all income taxes of any other taxing jurisdiction, arising out of any income earned or realized by the Wife after the date hereof, and hereby covenants and agrees to indemnify and hold the Husband harmless from any and all such income tax liability.

(c) *Audits.* In the event of any audit or proposed deficiency arising out of any income earned or realized by either party during their marriage, each party will cooperate with the other to contest or compromise the proposed deficiency. Such cooperation shall include, but shall not be limited to, the following:

(i) the making available of such books, records, and other data as may be in a party's possession or under his or her control and necessary with respect to the conduct of any tax audit or examination or necessary to the resolution of any dispute arising thereunder; and

(ii) joining in and executing any protest, petition or document in connection with any proceedings for the purpose of contesting, abating or reducing any tax, penalty or interest assessed or due or any part thereof.

4. *Waivers and Releases.* (a) *Generally.* Except as otherwise expressly provided herein, each of the parties hereby WAIVES and RELEASES any and all rights in the real or personal property of the other, or in the estate of the other, or which may be assertable against the other, which he or she has acquired or shall acquire by reason of marriage to the other, or which he or she has or shall have as a spouse, surviving spouse or former spouse of the other, whether arising under the laws of the State of Nevada or under the laws of any other jurisdiction, and whether now owned or hereafter acquired, including, without limiting the generality of the foregoing, the following:

(i) any right to have property acquired by either or both of the parties during their marriage treated as marital property or community property or quasi-community property, or to seek an equitable distribution or other division of such property, or to seek a distributive award or any other similar interest, it being the intent of each of the parties to provide for the distribution of their property by this Agreement;

(ii) any other right to share in the property or estate of the other during his or her lifetime, however such right might arise or of whatever nature;

(iii) any right to share in the property or estate of the other upon his or her death, whether such right is in the nature of an inheritance, a right to intestate distribution, a right to elect against the will of the other, a right of curtesy, dower, spouse's exemption or allowance, a homestead right, a usufruct in the property of the other, or any other right of a nature similar to the foregoing;

(iv) any right to act as the administrator of the estate of the other, or as conservator, committee or guardian of the person or property of the other, except to the extent voluntarily appointed pursuant to an instrument executed after the date hereof; or

(v) any right to receive support or maintenance from the other during their marriage or following termination of their marriage, whether such termination occurs by reason of the dissolution of the marriage or by reason of the death of one of the parties, it being agreed between the parties that neither support nor maintenance is desired or necessary.

(b) *Legal Actions.* Each of the parties does hereby mutually release and discharge the other from any and all other actions, suits, rights, claims, demands and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or hereafter may have against the other upon or by reason of any matter, cause or thing up to the date hereof, it being the intention of the parties that henceforth there shall exist, as between them, only such rights and obligations as are specifically provided for in this Agreement.

(c) *Further Assurances.* Each party agrees that he or she will execute any further waivers, releases, assignments, deeds or other instruments which may be necessary to effectuate or accomplish the purpose of the waivers and releases contained in this Article. In this connection, each of the parties, upon the request of the other, expressly agrees to consent to any disposition, beneficiary designation, and selection of the form of distribution of any pension or other qualified plan benefits accrued by or for the other.

(d) *Future Devises or Bequests.* Nothing contained in this paragraph 4 shall be deemed to constitute a waiver by either party of any devise or bequest made to him or her by any Will or Codicil of the other executed after the date of this Agreement.

5. *No Spousal Support.* Neither party shall have any obligation for the support or maintenance of the other party now or in the future. Each party hereby acknowledges that he or she is capable of supporting himself or herself at a standard of living acceptable to him or her and waives his or her right, if any, to receive any support or maintenance from the other party now and forever more.

ARTICLE IV
Custody and Visitation of the Children

1. **Joint Custody.** The parties shall have joint custody of their children, Kaia Louise Vaile (hereinafter "**Kaia**") and Kamilla Jane Vaile (hereinafter "**Kamilla**") during their minority (Kaia and Kamilla are hereinafter sometimes collectively referred to as the "**Children**" and individually referred to as a "**Child**").

2. **Primary Residence.** Subject to the visitation rights set forth in paragraph 3 of this Article, each Child's primary residence during her minority shall be as follows (the party with whom such Child has primary residence being referred to hereinafter as the "**Residential Parent**" for such Child and the other party being hereinafter referred to as the "**Non-Residential Parent**" for such Child):

(a) **Until Age 10.** Until July 1 of the year in which each Child shall have reached the age of ten (10) years old, such Child's primary residence shall be with Cisilie.

(b) **From Age 10 to Age 11.** From July 1 of the year in which each Child shall have reached the age of ten (10) years old until July 1 of the year in which such Child shall have reached the age of eleven (11) years old, such Child's primary residence shall be with Scotlund.

(c) **From Age 11 to Age 12.** From July 1 of the year in which each Child shall have reached the age of eleven (11) years old until July 1 of the year in which such Child shall have reached the age of twelve (12) years old, such Child's primary residence shall be with Cisilie.

(d) **After Age 12.** On July 1 of the year in which each Child shall have reached the age of twelve (12) years old and on July 1 of each year thereafter, such Child shall have the right to choose whether such Child's primary residence until July 1 of the next succeeding year shall be with Cisilie or Scotlund, and the party that is not selected shall respect the choice of the Child.

3. **Visitation Rights.** Notwithstanding paragraph 2 of this Article, the parties shall have the following visitation rights:

(a) **One Residential Parent.** For any period during which each unemancipated Child shall have the same Residential Parent, and subject to subparagraph (c) of this paragraph 3, the Non-Residential Parent shall have the right to have such unemancipated Child visit or stay with him or her during the following periods:

(i) during one-half (1/2) of the Christmas, Easter and other school vacations of two or more consecutive days, except for summer vacation;

(ii) during the entire summer vacation, except for the first three weeks of such summer vacation which shall constitute the "**Residential Parent's Vacation Period**";

(iii) every other weekend from 6:00 pm on Friday until 6:00 pm on Sunday, except during the Residential Parent's Vacation Period;

(iv) every Wednesday evening from 6:00 pm until 9:00 pm, except during the Residential Parent's Vacation Period; and

(v) during such additional periods as the parties shall agree, it being the intention of the parties that the Non-Residential Parent shall have generous visitation periods and that the parties will be flexible in their attitude toward each other with respect thereto and shall accommodate each other when requested to do so.

(b) **Two Residential Parents.** For any period during which each party is a Residential Parent with respect to one of the unemancipated Children but not the other, and subject to subparagraph (c) of this paragraph 3, each party shall have the right to have both unemancipated Children visit or stay with him or her during the following periods:

(i) during one-half (1/2) of the Christmas, Easter, summer and other school vacations of two or more consecutive days;

(ii) every other weekend from 6:00 pm on Friday until 6:00 pm on Sunday, except during the other party's summer vacation period;

(iii) every other Wednesday evening from 6:00 pm until 9:00 pm, except during the other party's summer vacation period; and

(iv) during such additional periods as the parties shall agree, it being the intention of the parties that the Non-Residential Parent shall have generous visitation periods and that the parties will be flexible in their attitude toward each other with respect thereto and shall accommodate each other when requested to do so.

(c) **Birthdays and Holidays.** Notwithstanding any other provision to the contrary:

(i) **Odd-Numbered Years.** In odd-numbered years, (A) Scotlund shall have the right to have each Child visit and stay with him the day before such Child's birthday, Christmas Day, the day before Father's Day, Father's Day and the day before (January 4) Scotlund's birthday and

(B) Cisilie shall have the right to have each Child visit and stay with her on such Child's birthday, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas Day, the day before Mother's Day, Mother's Day and Cisilie's birthday (January 5), from 8:00 am on the day mentioned until 8:00 am on the following day.

(ii) *Even-Numbered Years.* In even-numbered years, (A) Scotlund shall have the right to have each Child visit and stay with him on such Child's birthday, Thanksgiving Day, the day after Thanksgiving, the day before Christmas Day, the day before Father's Day, Father's Day and Scotlund's birthday (January 5) and (B) Cisilie shall have the right to have each Child visit and stay with her on the day before such Child's birthday, Christmas Day, the day before Mother's Day, Mother's Day and the day before (January 4) Cisilie's birthday, from 8:00 am on the day mentioned until 8:00 am on the following day.

(d) *Foreign Travel.* Without limiting the generality of each party's right to travel with the Children, each party shall be free to travel with the Children within or outside the United States to the extent such travel is consistent with the other party's visitation or Residential Parent's rights hereunder,

4. *Residency in the United States.* (a) *Generally.* Subject to paragraph 5, each party covenants and agrees that if at any time it shall be the Residential Parent and for so long as it remains the Residential Parent, such party shall make its primary residence in the United States of America in the greater metropolitan areas of Las Vegas, Nevada; Salt Lake City, Utah; San Francisco, California; San Diego, California; Denver, Colorado; Charlotte, North Carolina; Boston, Massachusetts; or any other city on which the parties shall hereafter mutually agree by amendment to this Agreement in accordance with paragraph 2 of Article VIII (each an "Accepted Metropolitan Area"). Each party that is now or shall hereafter become a Residential Parent shall endeavor to provide the Non-Residential Parent with a reasonable opportunity to reside within twenty miles of the Residential Parent in one of the Accepted Metropolitan Areas.

(b) *Initial Residential Parent.* Subject to paragraph 5, Cisilie agrees that as the initial Residential Parent she will take up residence within twenty miles of Scotlund's place of residence in whichever of the Accepted Metropolitan Areas that he shall have selected (the "Initial Accepted Metropolitan Area"), subject to the following conditions:

(i) Cisilie shall have no obligation to move to the United States to take up residence there before July 1, 1999;

(ii) Scotlund shall have given Cisilie at least four weeks prior notice of the timing of such move;

(iii) Scotlund shall pay or cause his employer to pay all of Cisilie's and the Children's reasonable moving expenses from Oslo, Norway to the Initial Accepted Metropolitan Area, including:

- (A) prepaid airfare (via London or otherwise);
- (B) moving expenses for a reasonable amount of personal effects;
- (C) meals and lodging in London or any other destination between Norway and the Initial Accepted Metropolitan Area where they are required to stay overnight;
- (D) meals and lodging at the Initial Accepted Metropolitan Area until Cisilie is able to move into a suitable apartment for herself and the Children, but in no event for more than 21 days after their arrival; and
- (E) the first month's rent for the apartment selected by Cisilie for herself and the Children in the Initial Accepted Metropolitan Area.

(iv) There shall at the time Cisilie first arrives and shall thereafter continue to be reasonably suitable and affordable housing for Cisilie and the Children within twenty miles of Scotlund's place of residence in the Initial Accepted Metropolitan Area.

(v) Cisilie shall have the right to change her place of residence within the Initial Accepted Metropolitan Area at any time and as many times as she wishes, provided that her new place of residence remains within twenty miles of Scotlund's initial place of residence.

(vi) Cisilie shall have the right to change her place of residence from the Initial Accepted Metropolitan Area to any other Accepted Metropolitan Area, upon the occurrence of any of the following events:

- (A) Scotlund shall have relocated his place of residence more than 100 miles from the center of the Initial Accepted Metropolitan Area;
- (B) there is no longer reasonably suitable and affordable housing for Cisilie and the Children within the Initial Accepted Metropolitan Area; or
- (C) the parties shall have mutually agreed in writing.

(vii) If Scotlund shall have moved more than twenty (20) miles of Cisilie's place of residence, Cisilie shall have no obligation to relocate to within twenty (20) miles of his new residence, but instead shall be free

to relocate anywhere within the Initial Accepted Metropolitan Area subject to her general obligation set forth in the second sentence of paragraph 4(a) of this Article.

(viii) Cisilie shall have the right to change her place of residence from the Initial Accepted Metropolitan Area to anywhere in the world if she is no longer a Residential Parent.

5. *Temporary Residence in Norway.* (a) From the date hereof until the later of July 1, 1999 and the date on which Scotlund shall have arranged to move Cisilie and the Children to the United States in accordance with paragraph 4(b), Cisilie shall have the right to reside with the Children in the greater metropolitan area of Oslo, Norway.

(b) *Scotlund's Visitation Rights.* In addition to his visitation rights contained in paragraphs 3(a)(v) and 3(c) of this Article, but in lieu of his visitation rights contained in paragraphs 3(a)(i), (ii), (iii) and (iv) and 3(b) of this Article, Scotlund shall have the right to have each Child visit and stay with him as follows:

(i) during one of the Children's school vacations other than Christmas vacation, in Norway or outside Norway; and

(ii) two four-day weekends per month, in Norway, provided he gives Cisilie at least two-weeks prior notice of each visit.

(c) *Private Education.* For so long as Kaia resides in Norway, Scotlund shall have the right to select and pay for her education at a school located within twenty kilometers of Oslo's center.

6. *Information About Children's General Welfare.* Each party agrees to keep the other reasonably informed of the whereabouts of the Children, and agrees that if either of them has knowledge of any serious illness or accident or other circumstances affecting either of the Children's health or general welfare, prompt notice thereof will be given to the other of such circumstances.

7. *Fostering Good Feelings.* Each party shall exert every reasonable effort to maintain free access and unhampered contact between the Children and the other party and to foster a feeling of affection between the Children and the other party. Neither party shall do anything that may estrange the Children from the other party or injure the Children's opinion as to the other party or that may hamper the free and natural development of the Children's love and respect for the other party.

8. *Consultation.* The parties agree to consult with each other with respect to the Children's education, religious training, summer camp selection, illness and operations (except in emergencies), health, welfare and other matters

of similar importance affecting the Children, whose well-being, education and development shall at all times be the paramount consideration of the parties.

9. *Access to Information.* Each party shall be entitled to complete detailed information from any school and other educational institution, baby-sitting or day-care facility, religious institution, pediatrician, general physician, dentist, consultant or specialist attending either of the Children and to be furnished with copies of any reports available from them.

10. *Medical.* Each party agrees that in the event of serious illness of either of the Children at any time, the other party shall have the right of reasonable visitation with the ill child at the place of confinement.

11. *Religious Preference.* The parties agree that the Children will be raised as members of The Church of Jesus Christ of Latter-day Saints and that each Child shall be allowed to be baptized and confirmed a member of such church after reaching the age of eight (8) years. Each party shall be responsible for providing the other with evidence annually that he or she remains an active member of such church in good standing. Each party agrees that a valid temple recommend issued by such church in the other party's name shall be conclusive evidence of such activity and standing. Scotlund shall have the right to baptize and confirm each Child a member of such church, provided that he shall be a member in good standing authorized by such church to perform such ordinances at the time such Child elects to be so baptized and confirmed.

12. *Telephone Calls.* The Non-Residential Parent shall have the right to make one telephone call per day of not more than 30 minutes to each of the Children between the local times of 8:00 am and 8:00 pm.

13. *Surname.* The Children shall not be known or registered by any surname other than "Vaile" during his or her minority.

14. *Death of the Parties.* The parties agree that the Children will reside with Scotlund after the death of Cisilie, and the Children will reside with Cisilie after the death of Scotlund.

15. *Grandparents.* The parties shall exert every reasonable effort to maintain free access between the Children and both sets of grandparents, and will allow reasonable periods of time for the Children to visit and be visited by the grandparents, provided, however, that if either Child is under the age of thirteen (13) years, he or she shall not visit the grandparents overnight unless he or she is accompanied by one of the parties.

16. *No Waivers.* The rights of visitation are wholly optional and the non-exercise in whole or in part, shall not constitute a waiver of visitation rights nor shall it deprive any party of the right to insist thereafter on strict compliance with visitation rights.

17. *Expenses.* Each party who shall exercise any visitation rights under this Article shall be responsible for all out-of-pocket expenses incurred by ~~such party or the Children~~ in connection with such visitations, including all travel and lodging expenses.

ARTICLE IV Child Support

1. *Basic Child Support Obligation.* Scotlund shall pay to Cisilie, in equal monthly installments, for the support of the Children the Basic Child Support Obligation (as defined below), payable on the first (1st) day of each month commencing on August 1, 1998 and terminating upon the earliest of (i) the emancipation of both of the Children, as hereinafter defined, (ii) the death of Scotlund or (iii) the death of Cisilie.

2. *Calculation of Basic Child Support Obligation*

(a) For purposes of paragraph 1 of this Article, the "Basic Child Support Obligation" shall be, and be determined by the parties, as follows:

- (i) The parties shall first determine their Combined Income.
- (ii) The parties shall then multiply the lesser of (A) the Maximum Amount and (B) their Combined Income by the Appropriate Child Support Percentage (as defined below).
- (iii) The parties shall pro rate between them the amount determined under subparagraph (a)(ii) of this paragraph 2 in the same proportions as each party's Income bears to their Combined Income.
- (iv) Scotlund's pro rata share determined under subparagraph (a)(iii) of this paragraph 2 shall be the Basic Child Support Obligation.
- (v) For purposes of this Agreement, the term "Maximum Amount" shall mean US\$100,000, provided that the Maximum Amount shall be increased by the percentage increase, if any, of the U.S. consumer price index (or other successor index used by the United States of America to estimate inflation) from June 30, 1998 through June 30 in the year of such calculation.

Provided, that in no event shall the Basic Child Support Obligation be greater than US\$17,500 per year for any period ending on or before July 1, 2000.

(b) The parties' "Combined Income" shall be the sum of their respective incomes. "Income" shall mean the sum of the amounts determined by the application of subparagraphs (i) through (v) of this subparagraph (b), reduced by the amount determined by the application of subparagraph (vi) of this subparagraph (b):

(i) Gross income as should have been reported in the most recent federal income tax return, assuming U.S. residence for tax purposes, plus any tax-exempt income. For purposes of this subparagraph (i), each of the parties shall be presumed to be required to file a federal income tax return.

(ii) To the extent not already included in gross income in subparagraph (i) of this subparagraph (b), investment income reduced by necessary sums expended in connection with such investment.

(iii) To the extent not already included in gross income in subparagraphs (i) and (ii) of this subparagraph (b), the amount of income or compensation voluntarily deferred and income received, if any, from the following sources:

- (A) workers' compensation,
- (B) disability benefits,
- (C) unemployment insurance benefits,
- (D) social security benefits,
- (E) veterans benefits
- (F) pensions and retirement benefits
- (G) fellowships and stipends, and
- (H) annuity payments.

(iv) An amount imputed as income based upon the party's former resources or income, if a court would determine that the party has reduced resources or income in order to reduce or avoid his or her obligation for child support.

(v) To the extent not already included in gross income in subparagraphs (i) and (ii) of this subparagraph (b), the following self-employment deductions attributable to self-employment carried on by the party:

(A) any depreciation deduction greater than depreciation calculated on a straight-line basis for the purpose of determining business income or investment credits; and

(B) entertainment and travel expenses deducted from business income to the extent such expenses reduce personal expenditures.

(vi) The following shall be deducted from income to the extent otherwise included in income under subparagraphs (i) to (v) of this subparagraph (b):

(A) unreimbursed employee business expenses except to the extent that such expenses reduced personal expenditures;

(B) alimony or maintenance actually paid to a spouse not a party to this Agreement pursuant to court order or validly executed written agreement;

(C) child support actually paid pursuant to court order or written agreement on behalf of any child for whom either party has a legal duty or support and who is not subject to this Agreement;

(D) public assistance;

(E) supplemental security income;

(F) local income or earnings taxes actually paid;

(G) federal insurance contributions act (FICA) taxes actually paid; and

(H) any cost of living adjustment (COLA), housing allowance and other expatriate compensation that shall have been provided to either party by his or her employer in addition to his or her regular salary, bonus or other income to compensate for the increased cost of living outside the United States relative to living in the United States, it being understood and agreed that Scotlund's annual salary, bonus and other income as of the date hereof is approximately US\$70,000 and his annual COLA, housing allowance and other expatriate compensation is approximately US\$65,000.

(c) The term "Appropriate Child Support Percentage" shall mean (i) twenty-five percent (25%) for any period during which Cisilie is the Residential Parent for two unemancipated Children, (ii) eighteen percent (18%) for any period during which Cisilie is the Residential Parent for one unemancipated Child but clause (ii) is not satisfied and (iii) zero percent (0%) for any period during which neither clause (i) nor clause (ii) is satisfied.

(d) The Basic Child Support Obligation shall be determined as of August 1, 1998 (the date on which Scotlund's Basic Child Support Obligation commences) and shall be redetermined as of the first (1st) day of July in each year the obligation exists (based upon the Combined Income for the period covered by the most recent federal tax return, as set forth in paragraph 2 of this Article).

(e) *Tax Returns*

(i) *Tax Returns.* No later than thirty (30) days before the date as of which the Basic Child Support Obligation is to be determined, each party shall submit to the other a copy of his or her most recent federal income tax return, and any supporting data that may be reasonably required, and any other data necessary to establish Combined Income under paragraph 2(b) of this Article. Notwithstanding the foregoing, in the event either party remarries and files joint returns with a spouse or in the event that either party was not required to file a federal tax return for the most recent tax year, such party may elect to submit in lieu of the most recent federal tax return, a certified statement of the amount of his or her income determined in accordance with paragraph 2(b) of this Article.

(ii) *Access to Data.* Upon the request of either party, the other party shall make available for examination by the requesting party, all data as shall be reasonably necessary to enable the requesting party to determine the accuracy of the other party's claimed income.

(iv) *Income Tax Audits.* Each party shall furnish notice to the other of any audits which may be conducted in connection with any tax returns which may hereafter be submitted by him or her, and shall also furnish copies of any letter or other instrument received from any taxing authority setting forth the result of such audit. In addition, each party shall inform the other of any material change in the income previously reported to the other by any federal tax return or any certified statement.

3. *Sample Computation.* The sample computation contained in this Article are not material provisions of its execution as between the parties, and neither party is relying upon them or the amounts set forth below in entering into this Agreement. The calculation of the Basic Child Support Obligation in accordance with the aforementioned statutes, which would presumptively result in the correct amount of child support to be awarded, is as follows:

Scotlund's Income = US\$70,000

Cisilie's Income = US\$30,000

2 children = 25% of US\$100,000 = US\$25,000

Scotlund's Pro Rata Share = US\$25,000 * 7/10 = US\$17,500.

5. *Medical Expenses*

(a) *Medical Insurance.* Commencing with the date of execution of this Agreement and terminating upon the earlier of the death of Scotlund or the emancipation of each Child, Scotlund agrees to furnish medical insurance for the benefit of each Child, at his own expense if not provided to him by his employer. Cisilie shall advise Scotlund of the availability and cost of any medical insurance that may be furnished to her for the Children by an employer in order that Scotlund need not duplicate coverage. For uninsured medical or dental expenses, Scotlund shall pay one-half (1/2) of such expenses, provided such expenses are reasonable.

(b) *Insurance Reimbursements.* Cisilie agrees that she will promptly fill out, execute and deliver to Scotlund all forms and provide all information, including copies of bills, in connection with any application he may make for reimbursement of medical or dental expenses under any insurance policy. Similarly, Scotlund agrees that he will promptly fill out, execute and deliver to Cisilie all forms and provide all information, including copies of bills, in connection with any application she may make for reimbursement of medical or dental expenses under any insurance policy. If either party shall have advanced moneys for such expenses that are covered by insurance and for which a recovery is made for insurance claims filed for such expenses, the payment by the insurance carrier shall belong to the party advancing such moneys and any checks or drafts or proceeds thereof from the insurance carrier shall be promptly turned over the party so advancing such moneys.

(c) *Proof of Compliance.* Scotlund will furnish to Cisilie promptly upon her request documentation and other proof of his compliance with the provisions of this paragraph 5, and Cisilie, in addition, is hereby authorized to obtain direct confirmation of compliance or noncompliance from any insurance carrier or employer.

(d) *Exception for Norwegian Medical Expenses.* Notwithstanding the foregoing, for so long as Cisilie resides with the children in Norway, Cisilie shall be responsible for the Children's medical expenses to the extent such expenses are or may be covered by the government of Norway.

6. *Emancipation.* A child shall be deemed "emancipated" for all purposes of this Agreement upon the first to occur of the following events: (i) the Child's attaining the age of eighteen (18) years and high school completion or attaining the age of nineteen (19); (ii) the Child's marriage; (iii) the Child's death; (iv) the Child's full-time gainful employment excluding vocational and seasonal employment, provided, however, that if the Child shall cease to have full-time employment, then upon that event the Child shall no longer be regarded as emancipated until the occurrence of another emancipation event, as defined in (i) - (iii) above and (v) - (vii) below; (v) the Child's primary residence away from one of the party's homes other than for attendance at school; (vi) the Child's entry into the Armed Forces of the United States or into the Peace Corps or other similar service, provided, however, that upon discharge from the Armed Forces, Peace Corps or other similar service, the Child shall not be regarded as emancipated until the occurrence of another emancipation event, as defined in (i) - (v) above; or (vii) any event other than an event defined in (i) - (vi) above that would constitute emancipation under the laws of Nevada.

7. *Statutory Child Support Guidelines.* The parties have been advised of the guidelines for establishing appropriate amounts for child support under Nevada law and that such guidelines may provide for different amounts of child support and a different pattern of allocation than that provided in this Agreement. Each of the parties hereby voluntarily acknowledges that he or she is

capable of providing and willing to provide the amount of support he or she has agreed to provide in this Agreement and agrees that he or she (a) does not intend or desire that such child support guidelines apply to the parties and (b) will not seek modification of this Agreement or the child support arrangement provided herein on the grounds that application of such child support guidelines would result in a judgment or order of child support greater to or less than the arrangement provided herein, and (c) hereby elects that any and all child support formulae and guidelines that have been or hereafter may be enacted in Nevada or in any other state or jurisdiction to which the parties may be subject shall not apply to the parties.

8. *Personal Exemption Deduction.* (a) If for the entire period of any taxable year (i) the Appropriate Child Support Percentage was at least 25%, (ii) Scotlund was the Residential Parent for one of the Children and the Appropriate Child Support Percentage was at least 18% or (iii) Scotlund was the Residential Parent for all unemancipated Children, Scotlund shall be entitled to claim on his federal income tax return for such taxable year any personal exemption deductions allowed for both Children as a dependent pursuant to the provisions of Section 151 of the United States Internal Revenue Code of 1986, as amended (the "Code"), and he shall also be entitled to claim any similar exemptions or deductions allowed by the income tax laws of the state or states in which he shall at the time reside for tax purposes, or under any other income tax law. Cisilie agrees to sign, at the request of Scotlund, a written declaration of the type contemplated by Section 152(e)(2) of the Code to the effect that she will not claim any Child as a dependent for any taxable year in which Scotlund is entitled to an exemption deduction for both Children under the terms of this paragraph.

(b) If the conditions for subparagraph (a) of this paragraph 9 are not satisfied with respect to any taxable year, then the Residential Parent for each unemancipated Child shall be entitled to claim on his or her federal income tax return any personal exemption deduction allowed for such unemancipated Child as a dependent pursuant to the provisions of Section 151 of the Code, and such party shall also be entitled to claim any similar exemption or deduction allowed by the income tax laws of the state or states in which she resides for tax purposes, or under any other income tax law. The other party will not claim such unemancipated Child as a dependent for such taxable year.

9. *Life Insurance.* (a) Scotlund agrees to maintain a life insurance policy on his own life in an amount equal to not less than US\$125,000 per unemancipated Child (US\$250,000 for two unemancipated Children). Scotlund agrees that he will maintain such policy in full force and effect and will not pledge, hypothecate or otherwise encumber such policy. Each unemancipated Child will be designated as an irrevocable beneficiary under the policy until her emancipation, and no one else will be designated as a beneficiary under the policy.

(b) Scotlund hereby authorizes Cisilie to obtain direct confirmation from the insurance carrier to confirm his compliance with the provisions of this

paragraph 10 and further agrees that he will, upon demand, execute and deliver to Cisilie without charge whatever instruments, documents or authorizations may be necessary in order that Cisilie may document Scotlund's compliance with this paragraph 10.

ARTICLE V

Tax Treatment of Payments Made by One Party to the Other

No payment made in cash or in kind by Scotlund or Cisilie which may be construed as being to or for the benefit of the other, whether made hereunder or otherwise than hereunder, shall be includible in the gross income of Cisilie or Scotlund, nor deductible or creditable by Cisilie or Scotlund, for Federal or state income tax purposes.

ARTICLE VI

Costs to be Borne by Defaulting Party

If either party is in default in the performance of any of the provisions of this Agreement, and if such default is not remedied within fifteen (15) days after the sending of a written notice by registered mail to the defaulting party specifying such default, and if the other party shall institute and prevail in arbitration or legal proceedings to enforce the performance of such provisions by the defaulting party, then the defaulting party shall pay to the other party the necessary and reasonable arbitration costs, court costs and reasonable attorney's fees incurred by the other party in connection with such arbitration or legal proceedings.

ARTICLE VII

Effect of Reconciliation or Resumption of Marital Relations; Effect of Matrimonial Decrees

1. This Agreement shall not be invalidated or otherwise affected by a temporary reconciliation between the parties or a resumption of marital relations between them.

2. The parties covenant and agree that in the event that either of them shall obtain a final judgment or decree of separation or divorce, under the laws of any jurisdiction, it shall contain no provision for the support and maintenance of the Wife or the Husband and no provision for the settlement of the property rights of the parties except as herein provided.

3. The parties agree to submit this Agreement to the court granting such separation or divorce for ratification, confirmation, approval and adoption, it being their desire that the Agreement shall be ratified, confirmed, approved and

fully adopted by the court and incorporated in any such judgment or decree. Notwithstanding such incorporation, the terms and provisions of this Agreement shall not be merged in any such judgment or decree but shall in all respects survive the same. Each of the parties agrees that he or she will seek no modification of the Agreement through application to the court granting any judgment or decree of separation or divorce, or by application to any other court.

ARTICLE VIII **General Provisions**


1. **Successors and Assigns.** This Agreement and all the obligations and covenants hereunder shall bind the parties, their heirs, executors, administrators, legal representatives and assigns and shall inure to the benefit of their respective heirs, executors, administrators, legal representatives and assigns.
2. **Amendments.** No modification, rescission or amendment to this Agreement shall be effective unless in writing signed by the parties and acknowledged in the manner required to entitle a deed to be recorded.
3. **Entire Agreement.** This Agreement and its provisions merge any prior agreements, if any, of the parties and is the complete and entire agreement of the parties.
4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.
5. **Further Assurances.** Each of the parties, without costs to the other, shall at any time and from time to time hereafter execute and deliver any and all further instruments and assurances and perform any acts that the other party may reasonably request for the purpose of giving full force and effect to the provisions of this Agreement.
6. **Complete Understanding.** Each party declares that he or she has carefully read this Agreement prior to signing it and is entering into this Agreement freely and of his or her own volition, with a complete understanding of all the terms and provisions contained herein.
7. **Severability.** In the event that any term, provision, paragraph, or article of this Agreement is or is declared illegal, void or unenforceable, the same shall not affect or impair the other terms, provisions, paragraphs or articles of this Agreement. The doctrine of severability shall be applied. The parties do not intend by this statement to imply the illegality, voidness or unenforceability of any term, provision, paragraph or article of this Agreement.
8. **No Waivers.** Failure of either party to insist on the performance of any provisions herein by the other party shall not be deemed to be a waiver of such provisions thereafter or of any other provisions herein, or a waiver of any subsequent breaches thereof. No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and signed by the parties.

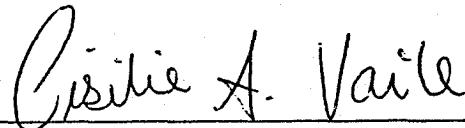
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9. **Independent Legal Counsel.** Each of the parties has obtained independent legal advice from counsel of his or her own selection. The Husband was represented by James E. Smith, Esquire, Nevada Bar Number 52. The Wife was represented by David A. Stephens, Esquire, Nevada Bar Number 902.

10. **Captions.** The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands
and seals the day and year first above written.


R. Scotlund Vaile

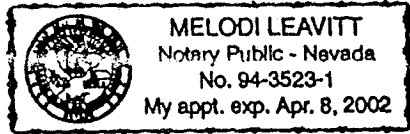

Cisilie A. Vaile

STATE OF NEVADA)

: SS.:

COUNTY OF CLARK)

On this 4th day of JULY, 98 before me personally came R. Scotlund Vaile to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.



Melodi Leavitt
Notary Public

STATE OF **Great Britain and Northern Ireland**
London, England } SS
COUNTY OF **Embassy of the United States of America**

On this 7 day of JULY, 1998, before me personally came Cisilie A. Vaile to me known and known to me to be the individual described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same.

Daria De-Pierre-Hollowell
Notary Public

DARIA DE-PIERRE-HOLLOWELL
CONSUL OF THE
UNITED STATES OF AMERICA
LONDON, ENGLAND

**BARCLAYS**

17 2227 2505

CAREER DEVELOPMENT LOAN

BORROWER COPY

CREDIT AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

BARCLAYS BANK PLC (the "Bank")

Branch Address:

28 Hampstead High Street, London
NC03 1QB

agrees to provide

Full Name and Address:

Mrs Cécile Anne Vaile
4 CUELLINGTON COURT, WELLINGTON ROAD, ST JOHNS WOOD,
LONDON NW8 9TA

(the "Borrower") with a Career Development Loan (the "Loan") on the terms and conditions set out below and overleaf.

Amount of loan

£ 8 000 - 00

Total charge for credit

£ 3 800 - 16

Total amount payable

£ 11 800 - 16

APR

13.2 %

Monthly repayment

£ 196 - 64

Number of repayments

60

Interest at a rate of 16.4 % p.a. will be charged from one month before the first monthly repayment date specified below.

Repayments will begin on 27/7/98, which is two months after the Borrower's course of training is expected to end, or on a later date if the Bank so agrees.

The loan will be unsecured.

For and on behalf of Barclays Bank PLC

PP Manager: *L. Debn*

Date: 3/10/97

YOUR RIGHT TO CANCEL

Once you have signed, you will have for a short time a right to cancel this agreement. You can do this by sending or taking a WRITTEN notice of cancellation to the Bank at the address quoted above.

If you cancel this agreement, any money you have paid and any property given as security must be returned to you. You will still have to repay any money lent to you. But if you repay all of it before your first instalment is due — or, if you are not paying by instalments, within one month after cancellation — you will not have to pay interest or other charges.