

**TO BE FILED
UNDER SEAL**

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA
FAMILY DIVISION**

MICHELLE A. ROUTH,

Petitioner,

v.

BENTON C. ROUTH,

Respondent.

CIVIL ACTION FILE NO.

2022CV362297

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into by and between MICHELLE A. ROUTH (hereinafter referred to as the "Wife"), Petitioner in the above-styled matter, and BENTON C. ROUTH (hereinafter referred to as the "Husband"), Respondent in the above-styled matter.

W I T N E S S E T H

WHEREAS, the Parties to this Agreement were married September 4, 2004; and

WHEREAS, the Parties are now living in a bona fide state of separation, and acknowledge that there exists no chance of reconciliation; and

WHEREAS, neither Party is laboring under any disabilities in law; and

WHEREAS, there are two (2) children of this marriage to wit: Palmer Clark Routh, born in 2006, and Emerson Claire Routh, born in 2008 (collectively hereinafter the "Children"); and

WHEREAS, the Parties desire to settle all matters of custody and visitation, child support, alimony, equitable division of property, separate property, litigation expenses, attorney's fees, and all other claims each may have against the other arising during their marital relationship; and

WHEREAS, each Party is acting freely and voluntarily, under no compulsion or duress, and in consideration of the present income, earning capacity, and financial circumstances of each of the Parties,

NOW THEREFORE, in consideration of the premises and the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties


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agree as follows:

1.
NON-INTERFERENCE

The Parties shall continue to live separate and apart, each being free to choose his or her place of residence and employment, and each being free from interference, disparagement, authority and control, direct or indirect, by the other as fully as if sole and unmarried to each other.

2.
ALIMONY

Each party waives and forever relinquishes any claims and rights each has or may have to alimony, maintenance, and support of any nature from the other or his or her estate, whether in the form of periodic payments, lump sum payments or awards of property from his or her separate estate or otherwise. This waiver of alimony shall be non-modifiable by either Party. Each of the Parties expressly waives his or her rights to seek modification of alimony at any time under any law of any applicable government entity and the laws of Georgia, including but not limited to, those rights set forth in Varn v. Varn, 242 Ga. 309 (1978).

3.
HEALTH INSURANCE FOR THE PARTIES

Each party shall be solely responsible for obtaining and paying for his or her own health insurance and uninsured or unreimbursed health care costs without contribution from the other Party.

4.
EQUITABLE DIVISION

The Marital Balance Sheet ("MBS"), signed by both Parties on February 16, 2023 and attached hereto as Exhibit 1 illustrates the division of the Parties' assets and liabilities. In the event there is a conflict between Exhibit 1 and this Agreement, this Agreement shall govern. The Parties recognize that Exhibit 1 is attached for illustrative purposes and that the account and asset values listed thereon may fluctuate with market forces and vary at the time of division.


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5.

EQUITABLE DIVISION - BANK ACCOUNTS, MBS LINES 1-6

A. As a non-taxable equitable division, the joint Northern Trust account *6989 shall be equally divided between the Parties with each Party receiving fifty percent (50%) of the value in that account.

B. As a non-taxable equitable division Wife shall retain BOA account *4971, BOA account *5528, and her Venmo account free and clear of any claims of Husband.

C. As a non-taxable equitable division, Husband shall retain Schwab account *6861, Schwab account *9509 and Northern Trust account *4456, free and clear of any claims of Wife.

D. Each Party shall promptly execute any and all documents needed to effectuate the purposes of this Paragraph.

6.

EQUITABLE DIVISION - INVESTMENTS, MBS LINES 7-17

A. The Investments shall be divided as set forth on the MBS on Lines 7-17. To the extent any Investment Accounts are being divided, each Party shall receive his or her portion of each of the Investment Accounts on a pro-rata cost/tax basis, meaning the securities in each of the Investment Accounts shall be divided using a representative tax basis (proportionally from the lowest tax basis to the highest tax basis in equal percentage of shares) to ensure a pro rata tax treatment. All unrealized gains or losses shall survive the transfers.

B. Wife is hereby awarded the following Investment Accounts (with the following percentages of total value as stated below:

- (1) Schwab *0756, titled in Husband's name: 73.06%
- (2) Schwab *3844, titled in Husband's name: 51.62%
- (3) BOA CD *4847, titled in Wife's name: 100%
- (4) Schwab *0554, titled in Wife's name: 100%.


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The Investment Accounts being divided as stated above, shall be by the aforementioned percentage, and the division date shall be within ten (10) days after the entry of the Decree unless Schwab needs more time with respect to Schwab *0756 and Schwab *3844, but not later than thirty (30) days from the entry of the Final Judgment and Decree. On the division date, Wife shall also be awarded 100% of BOA CD *4847 and 100% of Schwab *0554.

C. Neither Party shall withdraw any funds, borrow from, or change the allocations of assets in Schwab *3844 and Schwab *0756 until after Wife has received her share of Schwab *3844 and Schwab *0756.

D. Each Party shall execute any and all documents needed to effectuate the purposes of this Paragraph.

7.

EQUITABLE DIVISION – PRIVATE EQUITY INVESTMENTS, MBS LINES 18-33

Husband is awarded all of the Private Equity Investments identified on the MBS on Lines 18-33, free and clear of all claims by Wife, and he shall indemnify, defend and hold Wife harmless from any and all liabilities associated therewith.

8.

EQUITABLE DIVISION – BUSINESS INTERESTS, MBS LINES 34, 34a, 42, 42a - 42c

A. Husband is hereby awarded the following Business Interests: Crabwood Inc., a closely held business in his name, identified on the MBS on Lines 42-42(c), with all of its assets, liabilities and other business interests, free and clear of all claims by Wife, and he shall indemnify, defend and hold Wife harmless from any and all liabilities associated therewith.

B. Wife is hereby awarded the following Business Interests: Bayberry Inc., a closely held business in her name, identified on the MBS on Lines 34-34(a), with all of its assets, liabilities and other business interests, free and clear of any claims of Husband, and she shall indemnify, defend and hold Husband harmless from any and all liabilities associated therewith.



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C. Each Party shall execute any and all documents needed to effectuate the purposes of this Paragraph.

9.

EQUITABLE DIVISION – RETIREMENT, MBS LINES 69-77

The Parties shall each keep their own retirement accounts, identified on the MBS on Lines 69-77 with the following exceptions.

A. Husband shall transfer the entire (100%) Fleetcor 401(k) and the entire (100%) Crabwood 401(k) (Schwab 3839) to Wife no later than thirty (30) days after the entry of the Decree unless more time is need for the preparation and presentation to the Court of a Qualified Domestic Relations Order (QDRO).

(1) Husband shall transfer the entire Fleetcor 401k to an IRA, and he shall within ten (10) days thereafter do a trustee to trustee transfer of the entire (100%) Fleetcor IRA to an IRA fbo Wife's name to avoid the need for a QDRO. If the Fleetcor 401K cannot be transferred, as stated herein, it shall be divided by a QDRO prepared by Matt Lundy, and the Parties shall equally share in Lundy's fees. Husband represents and warrants that he has not taken any loans, made any changes to the investments, or taken any withdrawals from the Fleetcor 401k since March 13, 2023.

(2) In the event the Crabwood 401(k) cannot be converted to an IRA and then transferred to Wife via a trustee to trustee transfer, then the entire (100%) Crabwood 401(k) shall be transferred to Wife by a QDRO, prepared Matt Lundy, and the Parties shall equally share in the fees. Husband represents and warrants that he has not taken any loans, made any changes to the investments, or taken any withdrawals from the Fleetcor 401k since March 13, 2023.

B. Each Party has been advised by his and her respective counsel to change all beneficiary designations that are contrary to this Agreement after the entry of the Decree.



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**EQUITABLE DIVISION – REAL PROPERTY, MBS LINES 57, 60, 63 & 66 AND
UNNUMBERED LINES 58, 61, 62, 64 & 67**

A. **1975 West Paces Ferry (1975 WPF), MBS Line 57 and Unnumbered Line 58.**

(1) The 1975 WPF house is awarded to Husband. It is titled in Wife's name, and the mortgage with a balance of \$750,000, held by Northern Trust, is in Wife's name. At all times hereafter, Husband shall have exclusive use and possession of 1975 WPF.

(2) Not later than six (6) months after the entry of the Decree, Husband shall pay off the mortgage or refinance the mortgage for 1975 WPF to remove Wife as the obligor, and Wife shall execute a Quitclaim Deed (QCD) (conveying title to the property) and any other documents needed for the refinancing or pay off, prepared by Husband at his sole expense, within ten (10) days of his presentation of the QCD to her. If Northern Trust agrees in writing, the mortgage may be assumed or assigned to Husband in lieu of pay off or refinancing, provided the assumption or assignment occurs not later than six (6) months after the entry of the Decree. To the extent the QCD is executed prior to its intended need, Wife's attorney shall hold the executed QCD in escrow until same is needed to effectuate closing or otherwise removing Wife's name from the mortgage.

(3) Husband shall continue to have exclusive use and possession of and shall continue to be solely (100%) responsible for all costs, expenses, liabilities and taxes associated with 1975 WPF, including but not limited to, mortgage, property taxes, other taxes, insurance, utilities, maintenance costs, repairs, HOA dues, and operating expenses, and he shall defend, indemnify and hold Wife harmless from the same. To the extent utilities and homeowner's insurance are in the name of Wife, within ten (10) days of the execution of this Agreement, she shall contact the utilities and insurer to notify them of the transfer and request their transfer to Husband's name. Husband shall cooperate in this.

B. **Rental House (1520 WPF).** Wife shall continue to lease and reside in the rental house at 1520 WPF. She shall be solely (100%) responsible for all costs, expenses associated with the rental house,


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and she shall defend, indemnify and hold Husband harmless therefrom.

C. **Tybee Island House, MBS Line 66 and Unnumbered Line 67.**

(1) The Tybee Island House is titled in Wife's name, and the Wells Fargo mortgage with a balance of \$216,751 is in Wife's name.

(2) Husband is awarded Tybee Island House, and at all times hereafter, Husband shall have exclusive use and possession of and shall be solely (100%) responsible for all costs, expenses, liabilities and taxes associated with Tybee Island House, including but not limited to, mortgage, property taxes, other taxes, insurance, utilities, maintenance costs, repairs, HOA dues, and operating expenses, and he shall defend, indemnify and hold Wife harmless from the same. To the extent utilities and homeowner's insurance are in the name of Wife, within ten (10) days of the execution of this Agreement, she shall contact the utilities and insurer to notify them of the transfer and request their transfer to Husband's name. Husband shall cooperate in this.

(3) Not later than six (6) months after the entry of the Decree, Husband shall pay off the Wells Fargo mortgage or refinance the mortgage for Tybee Island House to remove Wife as the obligor, and Wife shall execute a QCD and any other documents needed for him to pay off or refinance, prepared by Husband at his sole expense, within ten (10) days of his presentation of the QCD to her. To the extent the QCD is executed prior to its intended need, Wife's attorney shall hold the executed QCD in escrow until same is needed to effectuate closing or otherwise removing Wife's name from the mortgage.

D. **Florida Condos, MBS Lines 60 and 63 and Unnumbered Lines 61, 62 and 64.**

(1) The two (2) Florida condos, Units 12W and 15E of the Highpoint Condos, are titled in Husband's name, and the mortgages are solely in Husband's name and held by Northern Trust. Husband is hereby awarded Unit 15E High Point Condo, and Wife is hereby awarded Unit 12W High Point Condo. As to Unit 15E if Husband requests, Wife shall execute a QCD (or Florida equivalent) conveying all of her right, title and interest in Unit 15E to Husband within ten (10) days of its presentation o her.


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(2) Husband shall retain the rents from the Unit 15E and pay 100% of costs, expenses, liabilities and taxes associated with Unit 15E, including but not limited to, mortgage, property taxes, other taxes, insurance, utilities, maintenance costs, repairs, HOA dues, and operating expenses, and he shall defend, indemnify and hold the Wife harmless from the same.

(3) Until Wife has title to Unit 12W, Husband shall retain the rents from the Unit 12W and pay 100% of the costs, expenses, liabilities and taxes associated with Unit 12W, including but not limited to, mortgage, property taxes, other taxes, insurance, utilities, maintenance costs, repairs, HOA dues, and operating expenses, and he shall defend, indemnify and hold the Wife harmless from the same.

(4) Not later than nine (9) months after the entry of the Decree, Wife shall pay off the Northern Trust mortgage or refinance the mortgage for Unit 12W to remove Husband as the obligor, and Husband shall execute a QCD (or Florida equivalent) and other documents needed for the refinancing or pay off, prepared by Wife at her sole expense, to transfer title to her individually (or to an entity she designates), and Husband shall execute the same within ten (10) days of presentation to him. If Northern Trust agrees in writing, the mortgage may be assumed or assigned by Wife in lieu of her paying it off or refinancing, provided the assumption or assignment occurs not later than nine (9) months after the entry of the Decree. To the extent the QCD is executed prior to its intended need, Husband's attorney shall hold the executed QCD in escrow until same is needed to effectuate closing or otherwise removing Husband's name from the mortgage.

(5) Upon Wife's receipt of the QCD for 12W and continuing thereafter, she shall retain the rents from Unit 12W and pay 100% of costs, expenses, liabilities and taxes associated with Unit 12W, including but not limited to, mortgage, property taxes, other taxes, insurance, utilities, maintenance costs, repairs, HOA dues, and operating expenses, and she shall defend, indemnify and hold Husband harmless from the same. The Parties shall jointly notify the management company of the change in ownership upon Wife's receipt of the QCD, and Wife may, if she chooses, engage the same management company for Unit


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12W.

11.
EQUITABLE DIVISION – CONTENTS OF IMPROVED
REAL PROPERTY AND RENTAL HOUSE

- A. Each Party shall retain the entire contents of improved real property being awarded to him or her.
- B. Wife shall have the right to remove her personal effects from the Tybee Island House at a mutually agreeable time and date.
- C. Wife shall keep the entire contents of the rental house, in which she currently resides.

12.
EQUITABLE DIVISION – VEHICLES, BOATS AND TRAILER, MBS LINES 81 – 83

A. After the execution of this Agreement, each Party shall be solely responsible for all expenses and liabilities associated with the vehicle(s) or boat (including trailer) awarded to him or her pursuant to the attached Marital Balance Sheet, including but not limited to, tags, title, taxes, insurance, operating costs, repairs, gas, and maintenance, and each Party shall indemnify, defend, and hold the other Party harmless from the same. The Parties shall cooperate to transfer any titles as necessary to accomplish said purpose before the entry of the Decree. After all titles have transferred, each Party shall be solely liable for procuring and paying auto insurance for the vehicles or boats awarded to him or her. Until then the current auto insurance shall remain in place.

B. The 2012 Mercedes is titled in Wife's name but used by Palmer. This vehicle shall be awarded to Wife, but Palmer shall continue to use it. Wife shall pay 100% of any and all expenses and liabilities associated with the 2012 Mercedes, including but not limited to, tags, title, taxes, insurance, operating costs, repairs, gas, and maintenance until Palmer is no longer enrolled full time in undergraduate school. At that time, Wife shall transfer title of the vehicle (or any substitute vehicle) to Palmer.

C. When Emerson has a permanent driver's license, Husband shall buy a vehicle for Emerson, and Wife shall reimburse Husband for 50% of the purchase price, tax, title and license of Emerson's vehicle


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not to exceed \$12,500. Husband shall pay 100% of any and all expenses and liabilities associated with Emerson's vehicle, including but not limited to, tags, title, taxes, insurance, operating costs, repairs, gas, and maintenance as needed and until Emerson is no longer enrolled full time in undergraduate school. At that time, Husband shall transfer title of the vehicle (or any substitute vehicle) to Emerson.

13.

EQUITABLE DIVISION – HEALTH SAVINGS ACCOUNT, MBS LINE 79

The Fidelity Health Savings Account *8571, identified on Line 79 of the attached MBS, is hereby awarded to Husband.

14.

EQUITABLE DIVISION – DONOR ADVISED FUND, MBS LINE 89

The Donor Advised Fund, Schwab *9982, identified on Line 89 of the attached MBS, shall be equally divided (50/50) between the Parties, and if this is not legally possible, each Party shall have the right to allocate 50% to a charity of his or her choice annually. Husband shall provide Wife with the account statements ten (10) after his receipt of each and any and all documents material to the charitable donations within ten (10) days of any charitable donation.

15.

EQUITABLE DIVISION – DEBT AND LIABILITIES, MBS LINES 84-90

A. Except as otherwise specified herein, each Party shall pay the debts and liabilities according to the attached MBS and any debts associated with any assets being awarded to him or her and shall indemnify, defend and hold the other Party harmless therefrom.

B. Without limiting the generality of Subparagraph A above, each Party shall pay the credit card debt associated with his or her name on MBS on Lines 84-90 (numbers missing after 88 but should be 89 and 90), without contribution from the other Party, and he or she shall indemnify, defend and the hold the other Party harmless therefrom.

C. Husband and Wife shall not at any time after March 13, 2023 contract any debts, obligations or liabilities whatsoever for which the other or the other's property or estate shall become or


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may become liable or answerable. Each Party shall deliver to the other promptly any cards in his or her possession for any credit and/or charge accounts maintained in the name of the other. All accounts on which the Parties were jointly liable shall be closed by Wife in writing with a copy to Husband.

D. Any debt, liability or obligation, which has not been disclosed to the other Party shall be the sole responsibility of the Party who failed to disclose same and of the Party who has incurred or acted so as to incur such debt, liability or obligation. The Party incurring such debt, liability or obligation shall pay it and indemnify, defend, and hold the other Party harmless from any and all liability associated therewith.

E. Except as otherwise specified herein, each Party shall pay and hold the other Party harmless for all other claims, debts, liabilities, and obligations of any nature whatsoever, contingent, or otherwise, which he or she has incurred individually or jointly with any third person(s) or entities. Each Party promises to defend the other Party against any attempts by any of his creditors to collect the same from her and further promises to indemnify the other Party fully from any liability and expenses, including legal expenses, which may result from his obligations. If any creditor of a Party obtains or attempts to apply a lien against any real or personal property, in which the other Party has an interest, the other Party shall promptly undertake to satisfy that obligation giving rise to the lien.

16. **UNDISCLOSED ASSETS**

Wife shall be entitled to one-half (i.e., 50%) of the value of any asset, including accounts, acquired in whole or in part by Husband during the marriage that he willfully did not disclose to Wife prior to or at the time of the execution of the Parties' Mediation Agreement of March 13, 2023. Husband shall be entitled to one half (i.e., 50%) of the value of any asset, including accounts, acquired in whole or in part by Wife during the marriage that she willfully did not disclose to Husband prior to or at the time of the execution of this Agreement. For purposes of this Paragraph, the "value" of any such subsequently discovered asset shall be deemed to be the value of the asset at the time of the execution of the Parties' Mediation Agreement of March 13, 2023. If an asset needs to be appraised to determine its value, the Party who failed to disclose


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shall pay the appraiser selected by the other Party. If litigation is required to enforce this Paragraph, the losing Party shall pay the prevailing Party's necessary attorneys' fees.

17.
INCOME TAX RETURNS

A. The Parties shall continue to file separate income tax returns.

B. Each party shall report on his or her respective tax returns, the income from investment accounts reported on any Form 1099 or otherwise received in their individual name for 2022, 2023 and beyond. For the rental properties, Husband shall report all items of income and expenses for 2022, and the items of income and expenses for 2023 and beyond shall be reported by the party retaining the rental property under this Agreement. In other words, Wife shall only be responsible for any income, expenses and losses relating to Unit 12W as of the date she receives title to that property.

Each party shall take deductions for mortgage interest or property taxes for 2022 for any real property titled in their name during that year and reported on a Form 1098 or comparable tax document. For 2023 and beyond, each party shall take deductions for mortgage interest or property taxes for any real property titled in their name for any portion of the year and reported on a Form 1098 or other comparable tax document. In other words, the income tax effects will be pro-rated by title.

B. Beginning with tax year 2022 and continuing thereafter, Wife shall have the dependency exemptions and child tax credits for Emerson, and Husband shall have the dependency exemption and child tax credits for Palmer.

C. The Parties acknowledge that they have filed separate tax returns since 2013, as such each Party shall indemnify, defend and hold the other Party harmless for any tax liabilities resulting from their individual tax returns.

D. Husband shall indemnify, defend, and hold Wife harmless from any adverse tax consequences arising from previously filed Bayberry income tax returns, including without limitation, taxes, interest, penalties, assessments, and professional's fees.


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18.

529/ESA AND UTMA ACCOUNTS, MBS LINES 92-106

A. Husband shall continue to have title to the 529/ESA Accounts, identified on Lines 93 (ESA), 95 (ESA), and 98-106 of the attached MBS.

B. Wife shall continue to have title to the Northern Trust UTMA accounts listed on Lines 96 and 97 of the attached MBS.

C. The accounts identified on Lines 100-106 of the attached MBS are for Husband's nieces and nephews which he shall retain.

D. The accounts identified on Lines 93, 95, 98 and 99 of the attached MBS are for the Children. (Collectively referred to hereafter as the "Children's 529 Accounts"). Out of SSGA *7510 (Emerson) and SSGA *7509 (Palmer), MBS Lines 98 and 99, Husband may use the maximum amount per IRS regulations per year per Child to pay the Children's high school tuition at private school. Thereafter, the Children's 529 Accounts may only be used to meet the parties' obligations for undergraduate college degree as referenced herein

(1) The parties agree to use the accounts referenced in subsection D above to pay for the qualified education expenses for each Child to obtain one undergraduate degree. The parties shall agree as to the choice of Academic Institution that each child will attend. In the event the parties do not agree, such qualified education expenses shall be paid from the accounts referenced in subsection D above, if a Child elects to attend an Academic Institution ranked in the Top 200 of then-published US News and World Report National University Rankings.

(2) In the event that any funds remain after such qualified educational expenses have been incurred and paid as provided above, such accounts shall be equally divided between the parties within 30 days of Emerson turning 26 years of age. In the event that there are any taxes associated with the non-educational qualified use of such funds, the Party who used for non-educational purpose shall be responsible for any applicable taxes without contribution from the


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other party.

E. The UTMA accounts in the names of the Children, Schwab *7253 (Emerson), Schwab *0698 (Palmer), Northern Trust *6843 (Emerson) and Northern Trust *6851 (Palmer), MBS Lines 92, 94, 96 and 97 shall be turned over to each Child per applicable law and regulations.

19.
CHILD CUSTODY

Custody, parenting time and related issues shall be governed by the Parenting Plan executed by the parties on March 13, 2023. Notwithstanding anything to the contrary, the parties shall have joint physical custody and joint legal custody.

20.
CHILD SUPPORT

A. Neither Party shall pay direct child support to the other. Husband's 2023 gross monthly income shall be \$26,001.00; Wife's 2023 gross monthly income shall be \$9,166.00.

B. The Parties shall pay Indirect Child Support as follows:

(1) Husband shall pay 100% of the required tuition and fees for the Children's private schools, including for regular courses and academic courses offered by the private school in the summer, until such time as each Child reaches the age of eighteen (18) years, marries, or otherwise becomes emancipated, self-supporting, or dies; provided, that if a Child becomes eighteen years old while enrolled in and attending secondary school on a full-time basis, then the child support shall continue for that Child through the month when that Child has graduated from secondary school or through the month when that Child has reached twenty years of age, whichever occurs first.

(2) The Children's non-required educational expenses (including without limitation, tutoring costs), extracurricular activity expenses, camp expenses, travel expenses without either parent, and religious activity expenses will be divided equally (50/50) between the Parties, with


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Husband being not obligated to pay more than \$5,000.00 per Child per calendar year. Said obligation shall continue until such time as each Child reaches the age of eighteen (18) years, marries, or otherwise become emancipated, self-supporting, or dies; provided, that if a Child becomes eighteen years old while enrolled in and attending secondary school on a full-time basis, then the child support shall continue for that Child through the month when that Child has graduated from secondary school or through the month when that Child has reached twenty years of age, whichever occurs first.

(3) Except as expressly stated otherwise in this Agreement, each party shall be solely responsible for any and all expenses related to the Children during his or her Parenting Time. Notwithstanding anything to the contrary, each party shall provide clothes, shoes, toiletries, entertainment and living expenses for the Children while under their care.

C. **Health Insurance for Children – Indirect Child Support.**

(1) Wife shall provide healthcare insurance coverage for the Children until the later of each Child turning 26 or no longer being eligible for family coverage under Wife's plan. Wife shall select the Children's health insurance policy from the Affordable Care Act or its successor or from a provider offering substantially the same coverages, premiums and deductibles. The Children's current pediatricians and health care providers shall be within the plan selected unless the Parties mutually agree otherwise in writing. The Parties shall share in the cost of healthcare insurance coverage for the Children with Wife paying two thirds (2/3) (for herself and one Child) and Husband paying one third (1/3) of the total cost of the premiums. The Parties shall equally share (50/50) in all deductibles, and co-pays.

(2) So long as the Parties have an obligation to provide medical insurance for the Children as enumerated herein, the Parties shall equally share (50/50) in the cost of all other reasonable and necessary health-related expenses, physical and mental, (but excluding elective or


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cosmetic procedures) for each Child, which expenses are not payable or covered by insurance or are not reimbursed by insurance, including without limitation, dental, vision, counseling, therapy, psychiatric, therapy, and orthodontia; provided the Parties only use in-network providers for the children except in an emergency.

(3) Wife shall provide Husband at least annually with insurance booklets, identification cards, and claim forms. Each Party shall cooperate and assist the other in submitting claims for the Children to the insurance company and in obtaining the insurance benefits payable. Upon written request, Wife shall give Husband a copy of any statements or other correspondence of any nature provided by the insurance company relating to any healthcare claim made for either Child.

D. Each Party's duty to pay or reimburse the other Party for any expenses as set forth in this Agreement shall arise upon his or her receipt of the invoice and proof of payment from the other Party; and payment or reimbursement shall be made no later than thirty (30) days after receipt of the invoice with proof of payment. Requests for payment or reimbursement shall be compiled and sent to the other Party not more than once per month.

21.
SECURITY FOR FINANCIAL OBLIGATIONS

Wife shall have the highest charge possible pursuant to law against Husband's estate for all of his financial obligations in this Agreement. Husband shall provide Wife with the relevant portions of his Last Will and Testament within 60 days of the entry of the Decree and a copy of any relevant portions of any amendments thereafter to show his compliance with this Paragraph, and thereafter, upon Wife's request, not to exceed one time per year. The executors, trustees, and/or personal representatives of Husband's estate or trusts are hereby directed to pay such sums following applicable law notwithstanding any provision in Husband's Last Will and Testament to the contrary. Husband will take no action that would subordinate Wife's claim to that of another creditor or beneficiary.


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Husband shall have the highest charge possible pursuant to law against Wife's estate for all of her financial obligations in this Agreement. Wife shall provide Husband with the relevant portions of her Last Will and Testament within 60 days of the entry of the Decree and a copy of any relevant portions of any amendments thereafter to show her compliance with this Paragraph and thereafter, upon Husband's request, not to exceed one time per year. The executors, trustees, and/or personal representatives of Wife's estate or trusts are hereby directed to pay such sums following applicable law notwithstanding any provision in Wife's Last Will and Testament to the contrary. Wife will take no action that would subordinate Husband's claim to that of another creditor or beneficiary.

In the event either party dies intestate, this Paragraph 21 shall be binding on the personal representative for that party's estate.

22.
DISCOVERY

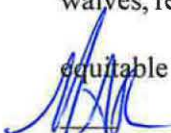
Husband and Wife both understand and acknowledge their rights, under the Georgia Civil Practice Act, to conduct formal and informal discovery, investigation, and analysis of assets, liabilities, and income of the other Party. Each Party has voluntarily chosen to forego additional formal and informal discovery as to matters determined by this Agreement. Each Party accepts the provisions of the Agreement based on information acquired to date without any additional discovery as to matters determined by this Agreement.


23.
LITIGATION EXPENSES

Each Party shall be solely responsible for his or her respective attorney's fees, consultant's fees, expert's fees, and any other litigation fees and expenses without contribution from the other Party.

24.
MUTUAL GENERAL RELEASES

Except for those rights and claims for which this Agreement expressly provides, each Party hereby waives, relinquishes and releases any and all marital rights and claims including, but not limited to, alimony, equitable division of property, separate property, litigation expenses, dower, curtesy, year's support and


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rights of inheritance pursuant to the laws of intestacy, which rights and claims each Party may now have against the other or the estate of the other Party by reason of the marriage. Each Party waives any legal or equitable claims and rights he or she may have to be appointed executor or administrator of the estate of the other except as the deceased Party may designate in a valid Will executed hereafter. All property received or retained by either Party under this Agreement, whether or not such property is specifically identified in this Agreement, shall be and remain exclusively the property of the Party receiving or retaining possession of that property and such property shall be free from any further claims of any nature by the other Party or his or her estate. These are meant to be mutual general releases subject only to each Party's right and duties in this Agreement.

25.
TAKING DIVORCE

Wife shall take the divorce by a motion for judgment on the pleadings, and Husband shall cooperate. Husband shall dismiss his counterclaim for divorce with prejudice before the entry of the Decree.

26.
HOLD PRIVATE

The Settlement Agreement will be incorporated by reference into the Decree. The Settlement Agreement will be presented to the Court, but it will not be filed of record unless it is sealed. The Parties will cooperate in presenting a Consent Order to seal to the Court. Notwithstanding anything to the contrary, the Child Support Worksheet, Child Support Addendum and Parenting Plan Order will be filed of record.

In the event the Agreement is necessary for a post-divorce enforcement action, the parties agree that it may be attached as a Exhibit to the underlying action or quoted or paraphrased.

27.
LAKE

The parties' dog, Lake, is awarded to Wife. Should Wife be out of town overnight, she shall offer Husband a right of first refusal to keep Lake during her absence. Husband must respond to the offer within


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24 hours, or it is forfeited. During Lake's stay with Husband, Husband shall be solely responsible for Lake's care, including without limitation, food, feeding, walking, exercise, and veterinary care if needed.

28.
CLUBS

Wife shall retain the Cherokee Club membership, and Wife shall not take an adverse position if Husband applies to the Cherokee Club for membership.

29.
PERSONAL EFFECTS

Except as expressly stated otherwise in this Agreement, Wife and Husband shall have and retain all their personal effects papers, clothing, jewelry, and any and all personal articles, regardless of where such articles are located. Ten (10) days after the entry of the Decree, Wife shall transfer to Husband the two (2) pieces of diamond jewelry (engagement rings), identified on the attached MBS on Line 80 (number missing but would be 80).

30.
TAX ADVICE

A. The Parties acknowledge that the Tax Reform Act of 1984 and 1986 and the Tax Cuts and Jobs Act of 2017 and all amendments thereto, created changes in the tax laws as concerns the dissolution of marriage and the division of property, alimony, and other financial matters.

B. The attorneys for Husband do not hold themselves out as being experts in tax-related matters and have, therefore, recommended that Husband consult with tax specialists regarding the potential tax consequences of this Agreement.

C. The attorneys for Wife do not hold themselves out as being experts in tax-related matters and have, therefore, recommended that Wife consult with tax specialists regarding the potential tax consequences of this Agreement.

D. By execution hereof, Husband and Wife hereby acknowledge the recommendation of his or

her attorneys, and the Parties confirm that they have (or could have) sought and obtained advice with regard


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to such tax matters, if necessary, and each Party understands and is satisfied with the tax consequences which may affect him or her by the execution of this Agreement.

31.

UNDERSTANDING OF AGREEMENT/FULL SETTLEMENT

A. Wife acknowledges that she is entering into this Agreement freely and voluntarily and under no compulsion or duress from Husband or any other person. Husband acknowledges that he is entering into this Agreement freely and voluntarily and under no compulsion or duress from Wife or any other person.

B. The Parties acknowledge that that they have read each page of the Agreement carefully before signing same; that they have ascertained and weighed all the facts and circumstances likely to influence their judgment herein; that they have sought and obtained (or could have sought and obtained) legal advice independently of each other; that they have been duly apprised of their respective legal rights; that all the provisions hereof, as well as all questions pertaining thereto, have been fully and satisfactorily explained to them; that they have given due consideration to such provisions and questions; and that they clearly understand and assent to all the provisions hereof. The Parties acknowledge each to the other that each is mentally competent and is not suffering under any disabilities.

32.

INDEPENDENT SURVIVAL

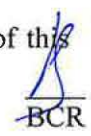
Whether or not this Agreement is made a part of any final decree, the terms and provisions hereof are and shall be a binding contract and agreement between the Parties as to all matters contained herein. Notwithstanding such incorporation, the Agreement shall not be merged into the final decree, but shall survive the same and shall be enforceable, binding and conclusive on the Parties for all time.

33.

LEGAL ADVICE

A. The Parties hereto jointly and severally acknowledge that they have had the opportunity to separately consult with independent legal counsel with regard to the legal and other effects of this


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Agreement, the rights and privileges waived hereunder, the rights and privileges granted hereunder, and all other matters pertaining hereto. Both Parties hereby jointly and severally acknowledge their complete understanding of such legal and other effects of this Agreement. Each acknowledges his or her understanding that he or she is giving up and waiving rights which might well have great value in exchange for the provisions of this Agreement and each does so freely and willingly.

B. Husband acknowledges by execution of this Agreement that he has been represented in the above-styled action by Tina S. Roddenbery, Esq., Kimberli C. Withrow, Esq., Margaret E. Simpson, Esq. and the law firm of Boyd, Collar, Nolen, Tuggle & Roddenbery, LLC (“BCNTR”), and that he is fully satisfied with the services and performance of said attorneys and law firm.

C. Husband acknowledges by execution of this Agreement that Caroline C. Kresky, Esq. and the law firm of Kresky Law have not represented his interests, but solely those of Wife. Husband attests that Caroline C. Kresky, Esq. and the law firm of Kresky Law have not offered legal advice to him.

D. Wife acknowledges by execution of this Agreement that she has been represented in the above-styled action by Caroline C. Kresky, Esq. and Kresky Law, and that she is fully satisfied with the services and performance of said attorney and law firm.

E. Wife acknowledges by execution of this Agreement that Tina S. Roddenbery, Esq., Kimberli C. Withrow, Esq., Margaret E. Simpson, Esq. and the law firm of BCNTR have not represented her interests, but solely those of Husband. Wife attests that Tina S. Roddenbery, Esq., Kimberli C. Withrow, Esq., Margaret E. Simpson, Esq. and the law firm of BCNTR have not offered legal advice to her.

34.
GEORGIA LAW

This Agreement and the application and interpretation shall be governed exclusively by the laws of the State of Georgia.


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35.
CONSTRUCTION

This Agreement is the joint product of both Parties and should the issue of interpretation of its terms be brought before the Court or other authority, it shall not be construed favorably or unfavorably as to either Party.

36.
PERFORM ALL ACTS

Each Party hereto shall execute in a timely manner all documents, perform all acts, and do all things necessary to transfer the assets as agreed and otherwise effectuate all of the provisions, obligations, and conditions set forth in this Agreement. Each Party shall promptly sign all authorizations and other documents, upon request, required by any bank, transfer agent, brokerage house, or other institution to change or convey title to the aforesaid accounts consistent with this Agreement.

37.
BINDING AGREEMENT

The terms and provisions of this Agreement with its exhibits are and shall be binding upon the heirs, successors, assigns, and other representatives of the Parties hereto.

38.
PARTIAL INVALIDITY

In the event any paragraph or paragraphs of this Agreement and/or its exhibits shall be declared invalid or void by any court of competent jurisdiction, such declaration shall not invalidate the entire Agreement and all other paragraphs of the Agreement and its exhibits shall remain in full force and effect.

39.
ENFORCEMENT RIGHTS

No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.


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40.
REVOCATION OF POWERS OF ATTORNEY

In the event either party has signed any powers of attorney during the marriage appointing the other party as his or her attorney in fact, including but not limited to, any general powers of attorney, any limited powers of attorney or any health care powers of attorney, the parties agree that, upon execution of this Agreement, any such powers are hereby revoked and voided as a result of the signing of this Agreement

41.
JOINT NEGOTIATION

This Agreement has been jointly negotiated and is not to be construed against either party in the event judicial or jury construction of it is necessary.

42.
MODIFICATIONS

This Agreement may only be changed by the parties if both parties hereto mutually agree, in writing, to such change in order for any such change to be valid and binding. Any such change shall be approved by a court of competent jurisdiction prior to such agreement or change becoming binding on either party. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

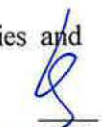
43.
TITLES AND CAPTIONS

The titles and captions in this Agreement are inserted as a matter of convenience and for reference only and in no way define, limit, extend or describe the scope of this Agreement or any provision thereof.

44.
ENTIRE AGREEMENT

This Agreement with its exhibits constitutes the entire agreement between the Parties and


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Michelle A. Routh vs. Benton C. Routh
Fulton County Superior Court; Civil Action File No. 2022CV362297
Settlement Agreement
Page 23

supersedes any and all agreements previously made by them. No representations or warranties have been made by either Party to the other except for those representations and warranties expressly set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective as of the 30th day of MARCH, 2023.

WIFE

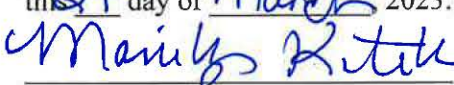
MICHELLE A. ROUTH

Sworn to and subscribed before me this 30 day of March, 2023.


NOTARY PUBLIC
My Commission Expires: _____


HUSBAND:

BENTON C. ROUTH

Sworn to and subscribed before me this 29th day of March, 2023.

NOTARY PUBLIC
My Commission Expires: _____


MARILYN KITIK
NOTARY
EXPIRES
GEORGIA
MARCH 29, 2026
PUBLIC
FULTON COUNTY


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**Benton Routh v. Michelle Routh
Marital Balance Sheet**

		Date	Source	Value	Separate Husband	Marital	Equitable Division	
							Husband	Michelle
Cash								
1	Schwab *6861	H 12/30/2022	Statement	6,620		6,620	6,620	
2	Schwab *9509	H 12/30/2022	Statement	16,836	3,096	13,740	13,740	
3	Northern Trust *6989	J 2/5/2023	Statement	1,184		1,184	592	592
4	BOA *4971	W 1/23/2023	Statement	5,786		5,786		5,786
5	BOA *5528	W 1/9/2023	Statement	384,302		384,302		384,302
6	Venmo			13		13		13
	Northern Trust *4456	H 2/8/2023	Online Stmt	2,964		2,964	2,964	
Total Cash				417,705	3,096	414,609	23,916	390,693
Investments								
7	Schwab *0572	H 12/31/2022	Statement	66,088	66,088	-		
8	Schwab *0756	H 12/31/2022	Statement	3,558,704	2,704,615	854,089	(1,745,911)	2,600,000 73.06%
9	Schwab *3115	H 12/31/2022	Statement	3,326	502	2,824	2,824	
10	Schwab *3606	H 12/31/2022	Statement	923	169	754	754	
11	Schwab *3844	H 12/31/2022	Statement	1,260,955	1,065,885	195,070	(455,787)	650,857 51.62%
12	Schwab *5538 (BCRET)	H 12/31/2022	Statement	303,157	303,157			
13	Schwab *6279	H 12/31/2022	Statement	193,391	42,449	150,942	150,942	
14	Schwab *0604	J 12/31/2022	Statement	790		790	790	
15	Schwab *0885	J 12/31/2022	Statement	3,378		3,378	3,378	
16	BOA CD *4847	W 12/8/2022	Statement	10,396		10,396		10,396
17	Schwab *0554	W 1/31/2023	Statement	296,059		296,059		296,059
	Schwab *6964 - Closed	H 8/31/2022	Statement	-		-		
Total Investments				5,697,167	4,182,866	1,514,301	(2,043,011)	3,557,312
Private Equity Investments								
18	A5 REIT	H	Per Husband	95,000	23,408	71,592	71,592	
19	CIVC Partners Fund V	H 9/30/2022	Statement	294,338	61,929	232,409	232,409	
20	Fulcrum Growth Fund III QP	H 9/30/2022	Statement	152,171	35,075	117,096	117,096	
21	JasperRidge	H 3/29/2022	Contribution	128,501	105,307	23,194	23,194	
22	Kayne Anderson Energy VIII	H 1/18/2023	Statement	108,293	20,630	87,663	87,663	
23	Kayne Partners Fund III QP	H 1/18/2023	Statement	146,668	24,816	121,852	121,852	
24	Kayne Partners Fund IV QP	H 1/18/2023	Statement	231,868	29,981	201,887	201,887	
25	Landmark Equity Partners XV	H 9/30/2022	Statement	55,399	10,886	44,513	44,513	
26	OpenGate Capital Partners I	H 9/30/2022	Statement	129,168	21,339	107,829	107,829	
27	Petra Growth Fund III	H 9/30/2022	Statement	284,688	43,187	241,501	241,501	
28	Petra Growth Fund IV	H 9/30/2022	Statement	141,668	28,858	112,810	112,810	
29	PetroCap Partners II	H 9/30/2022	Statement	172,030	34,303	137,727	137,727	
30	RCP Secondary Opp II	H 6/30/2022	Statement	107,025	12,265	94,760	94,760	
31	StepStone Global Partners VI-B	H 9/30/2022	Statement	516,019	78,383	437,636	437,636	
32	StepStone Secondaries V	H 9/30/2022	Statement	82,110	67,297	14,813	14,813	
33	Tech Square Ventures	H 9/30/2022	Statement	79,083	66,849	12,234	12,234	
Total Private Equity Investments				2,724,029	664,512	2,059,517	2,059,517	-

[Signature]
2/16/2023

**Benton Routh v. Michelle Routh
Marital Balance Sheet**

		Date	Source	Value	Separate Husband	Marital	Equitable Division Husband	Michelle
Business Interests								
34	Bayberry Inc	W						
	Northern Trust *7373	12/18/2022	Statement	2,713		2,713		2,713
34a	Angel Oak, LLC							
	Northern Trust *7128	12/21/2022	Statement	38,279		38,279		38,279
	Accutis		Per Husband	25,000		25,000		25,000
	Smartcommerce, LLC		Per Husband	50,000		50,000		50,000
42	Crabwood Inc	H						
	Northern Trust *8582	12/31/2022	Statement	8,361		8,361	8,361	
42a	Angelpalm, LLC							
	Northern Trust *9223	12/31/2022	Statement	10,627		10,627	10,627	
	Road Sync		Per Husband	74,517	17,936	56,581	56,581	
42b	Arc Click		Per Husband	150,000		150,000	150,000	
42c	Pyramid Bush, LLC							
	Northern Trust *5523	12/31/2022	Statement	55,086		55,086	55,086	
Total Business Interests				414,583	17,936	396,647	280,655	115,992
Retirement								
69	Schwab Roth IRA *3410	H	12/31/2022	Statement	3,614	1,777	1,837	
70	Schwab Roth IRA *6459	H	12/31/2022	Statement	130,314	76,755	53,559	
71	Crabwood 401(k) Schwab *3839	H	12/31/2022	Statement	269,163		269,163	269,163
72	ExxonMobil 401(k)	H	12/31/2022	Statement	1,614,893	1,614,893		
73	ExxonMobil Supp Savings Plan	H	1/3/2023	Statement	33,286	33,286		
74	Fleetcor 401(k)	H	12/31/2023	Statement	205,717		205,717	205,717
75	CARE 401(k)	W	12/31/2022	Statement	43,948		43,948	43,948
76	Schwab Roth IRA *0854	W	12/31/2022	Statement	185,004		185,004	185,004
77	KO 401(k)	W	12/30/2022	Statement	981,098		981,098	981,098
	Schwab IRA *8396	H	12/31/2022	Statement	-		-	-
Total Retirement				3,467,037	1,726,711	1,740,326	55,396	1,684,930
Property								
57	1975 West Paces Ferry	W		Appraisal	3,550,000			
	Wells Fargo				(750,000)			
	Equity				2,800,000	2,800,000	2,800,000	
60	10254 E County Hwy 30A, #12W (FL)	H	4/15/2022	Appraisal	2,650,000			
	Northern Trust *2715			Statement	(664,000)			
	Closing Costs (Est 6%)				(159,000)			
	Equity				1,827,000	1,827,000	-	1,827,000
63	10254 E County Hwy 30A, #15E (FL)	H	4/15/2022	Appraisal	2,600,000			
	Northern Trust *2378			Statement	(750,000)			
	Equity				1,850,000	1,850,000	1,850,000	

M. Benton Routh 2-16-2023

[Signature]
2/16/2023

**Benton Routh v. Michelle Routh
Marital Balance Sheet**

					Separate Husband	Marital	Equitable Division Husband	Michelle	
	Date	Source	Value						
66	43 Van Horne Ave, Tybee Wells Fargo *9118 Equity	W	2/5/2023	Estimated Statement	665,000 <u>(212,367)</u> 452,633	452,633	452,633		
Total Property					6,929,633	-	6,929,633	5,102,633	1,827,000
Automobiles									
81	2017 Chevrolet Suburban	W		Per Wife	27,283	27,283		27,283	
	2012 Mercedes S350	W		Per Wife	20,000	20,000		20,000	
82	2011 GMC Sierra	W		Per Wife	15,000	15,000	15,000		
83	2002 Edgewater CC180	W		Per Wife	12,440	12,440	12,440		
Total Automobiles					74,723	-	74,723	27,440	47,283
Other Assets									
79	Fidelity HSA *8571 Jewelry	H	12/31/2023	Statement Appraisal	4,325 <u>317,653</u> 321,978	4,325 317,653	4,325 317,653		
Total Other Assets					321,978	-	321,978	321,978	-
Total Assets					20,046,855	6,595,121	13,451,734	5,828,524	7,623,210
Liabilities									
84	AmEx *2003	W			11,594	11,594		11,594	
85	AmEx *82006	W			12,187	12,187		12,187	
86	Capital One/Saks *0900	W			(571)	(571)		(571)	
87	Capital One Visa *5759	H	1/20/2023	Statement	49,833	49,833	49,833		
88	Visa *8647	H	1/9/2023	Statement	15	15	15		
	Fidelity Visa *4469	H	2/8/2023	Online Stmt	8,392	8,392	8,392		
	AmEx *1013 - Closed	H			-	-			
Total Liabilities					81,450	-	81,450	58,240	23,210
Net Estate					19,965,405	6,595,121	13,370,284	5,770,284	7,600,000


2/16/2023

 2-16-2023

**Benton Routh v. Michelle Routh
Marital Balance Sheet**

		Date	Source	Value	Separate Husband	Marital	Equitable Division Husband	Michelle
Children's Assets								
92	Schwab UGAUTMA *7253 (Emerson)	H 10/31/2022	Statement	13,939				
93	Schwab 529 *7574 (Emerson)	H 10/31/2022	Statement	26,809				
94	Schwab UGAUTMA *0698 (Palmer)	H 10/31/2022	Statement	13,940				
95	Schwab 529 *4874 (Palmer)	H 10/31/2022	Statement	26,796				
96	Northern Trust *6843 (Emerson)	W		6,392				
97	Northern Trust *6851 (Palmer)	W		6,700				
98	SSGA 529 (Emerson)	H 9/30/2022	Statement	487,726				
99	SSGA 529 (Palmer)	H 9/30/2022	Statement	361,892				
100	SSGA 529 (Catharine E O'Hara)	H 9/30/2022	Statement	4,718				
101	SSGA 529 (Anthony J O'Hara)	H 9/30/2022	Statement	4,408				
102	SSGA 529 (William F O'Hara)	H 9/30/2022	Statement	5,183				
103	SSGA 529 (Mary G O'Hara)	H 9/30/2022	Statement	4,707				
104	SSGA 529 (Reagan C Martin)	H 9/30/2022	Statement	4,709				
105	SSGA 529 (Arden C Haggard)	H 9/30/2022	Statement	5,205				
106	SSGA 529 (Wyatt M Haggard)	H 9/30/2022	Statement	<u>5,631</u>				
				862,710				
Donor Advised Fund								
89	Schwab *9982	H 10/31/2022	Statement	231,512			115,756	115,756

M. Michelle Routh 2-16-2023

[Signature]
2/16/2023