

IN THE SUPERIOR COURT OF COBB COUNTY  
STATE OF GEORGIA

JOAN MARIE ROSEN,  
PLAINTIFF,

v.

DAVID WILLIAM ROSEN,  
DEFENDANT.

CIVIL ACTION FILE NUMBER

SETTLEMENT AGREEMENT

This Agreement is made and entered into between JOAN MARIE ROSEN (hereinafter referred to as "Wife") and DAVID WILLIAM ROSEN (hereinafter referred to as "Husband") and  
WITNESSETH

**WHEREAS**, Husband and Wife were lawfully married on or about June 19, 1993;

**WHEREAS**, Husband and Wife are now living in a *bona fide* state of separation and the parties intend to live apart for the rest of their lives;

**WHEREAS**, there are no minor children born of the marriage as all children have graduated to majority and no minor children are expected;

**WHEREAS**, Wife anticipates filing a Complaint for Separate Maintenance in the Superior Court of Cobb County and the parties desire to settle amicably their respective obligations to each other including all questions and issues as to equitable division of property, alimony, debt responsibilities, attorney's fees and any and all other claims each may have against the other arising from the marital relationship which have been asserted or which could be asserted;

**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 the parties; and

**NOW THEREFORE**, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

\_\_\_\_\_  
Wife

DR  
Husband

1.  
**SEPARATE AND APART**

The parties shall continue to live separate and apart and each shall be free from the interference, authority and control, direct or indirect, of the other as fully as if never married to each other. Further, both parties are hereby enjoined and restrained from doing, or attempting to do, or threatening to do, any act of injury, maltreating, molesting, harassing, harming, or abusing the other party in any manner, whatsoever.

2.  
**ALIMONY**

Husband shall pay to the Wife as monthly periodic alimony for Eighty-four (84) consecutive months beginning the first month after the Final Order of Separate Maintenance.

Husband shall pay Wife the sum of Eight Thousand Dollars (\$8,000.000) a month for a period of forty-two (42) consecutive months (months 1 -42) and then Husband shall pay Wife the sum of Seven Thousand Dollars (\$7,000.00) a month for a period of forty-two (42) consecutive months (months 43-84).

The payments shall be due and payable on the 1<sup>st</sup> of each month as long as there is an alimony obligation. Unless otherwise agreed in writing, Husband shall make his alimony payments to Wife via direct deposit into an account of Wife's choosing.

The parties further agree that in the event that Husband or Wife dies, all payments to be made by the Husband as alimony under the terms of this Agreement shall cease and the Husband shall have no further obligation for alimony other than what may exist as to arrears.

3.  
**PARTIES' HEALTHCARE-RELATED EXPENSES**

The parties have arranged to enter a Final Order of Separate Maintenance with the intent that Husband will be able to continue to carry Wife on his health insurance and continue to maintain health insurance coverage substantially similar to the insurance coverage (including but not limited to coverage for the same category of benefits with similar rate schedules and with similar deductibles and co-pays) in place for Wife at the time of signing this Agreement. The parties intend for Husband to maintain Wife on his current insurance coverage as part of this Separate Maintenance Agreement. Should that become impossible (i.e., Husband loses coverage, a potential future divorce, etc.), Husband shall be responsible for obtaining health insurance for

Wife that is substantially similar to the insurance wife now enjoys, either through the private marketplace or through what is known as COBRA continuation coverage through the Consolidated Omnibus Budget Reconciliation Act.

Husband shall continue to be responsible for Wife's health insurance premiums and maintaining the current level of insurance and coinsurance until she reaches the age of 65 and can apply for Medicare.

Husband shall be responsible for his own health insurance.

Except as specifically stated herein regarding Wife's health insurance, as of the date of the Final Order of Separate Maintenance, each party shall be solely responsible for his or her respective healthcare costs such as uncovered costs, out-of-pocket medical expenses, co-pays, etc.

4.

#### **LIFE INSURANCE**

Husband shall maintain a life insurance policy on his life, naming Wife as beneficiary, the current amount of Life Insurance that he currently maintains through his former employer Georgia Tech. Husband is not required to obtain any additional life insurance to what he already has but shall continue to maintain his current obligation as long as he has an alimony obligation to Wife, if possible. Nothing herein requires Husband to obtain a private insurance policy and it is acknowledged that Husband's only life insurance is a policy with Georgia Tech with death benefits of approximately \$40,000.00. Wife may request verification of Life Insurance up to once a calendar year and Husband shall provide reasonable verification of same.

5.

#### **POST-MAJORITY SUPPORT**

The parties' children have each reached the age of majority but the parties' both acknowledge and agree that circumstances warrant an agreement for post majority support. The parties both acknowledge that the Court could not order the same absent agreement of the parties. In that regard, the parties explicitly agree that they will equally (50/50) be responsible for maintaining insurance premiums for each child through and including April 2032. Additionally, the parties will equally divide any and all uncovered medical expenses incurred by either child through and including April 2032.

In January and July of each year Wife shall be responsible to submit all receipts and invoices for medical services rendered to Husband for the previous six months (in January Wife

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Wife

DR  
Husband

will provide receipts for the previous July through December and in July Wife will provide receipts for the previous January through June) and Husband shall reimburse Wife his 50% portion within thirty (30) days of receiving reasonable verification from Wife.

6.  
**PROPERTY DIVISION**

The parties agree that certain assets and liabilities were accumulated by the parties during the term of the marriage and that both parties desire to make an equitable distribution thereof since the cessation of the marriage is imminent. The transfers contained herein are intended to constitute such an equitable division and are not alimony. Both parties hereto expressly recognize that transfers of property between spouses, especially where made incident to a divorce, are intended to be nontaxable events and no gain or loss shall be recognized on such transfer, and it is the intent of both parties that all property transfers are, in fact, between spouses and are being made because of the anticipated cessation of the marriage and incident to divorce.

(a) **REAL PROPERTY 2167 Deep Woods Way, Marietta, Georgia 30062**

**Property.** Husband and Wife own real property located at 2167 Deep Woods Way, Marietta, Georgia 30062 (hereinafter referred to as "Marital Residence"). The Marital Residence is titled in the joint names of the parties and is not encumbered by a mortgage or any other encumbrance of which the parties are aware.

**Quitclaim.** Husband hereby quitclaims, waives, and/or releases any and all interest he may have to Marital Residence. Wife shall have all interest in the same, and is entitled to any and all equity or proceeds in connection with Marital Residence or sale of the same. Husband shall sign a Quitclaim Deed to Wife before a notary and a witness upon presentation from Wife or her agent.

**Use.** Wife shall have exclusive use and possession of Marital Residence.

**Equity.** Wife shall be entitled to any and all equity in the Marital Residence or net proceeds from any sale or refinance.

**Mortgage Taxes Insurance.** Wife shall be solely responsible for any expenses associated with the Marital Residence including ad valorem property taxes and homeowners' insurance.

**Utilities.** Wife shall be responsible for the home utility expenses associated with the Marital Residence. The parties shall cooperate to timely transfer all expenses and utilities associated with the Marital Residence into Wife's name. Any refunds or escrow funds associated

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Wife

DR  
Husband

with any accounts shall be transferred to Wife.

**Repairs and Maintenance.** Wife shall be responsible for any and all additional repairs and maintenance on the Marital Residence in consideration of other provisions in this agreement.

**Other Indebtedness.** Each party agrees that they shall not use the property as security for any other additional indebtedness or cause any other encumbrance against said property until Husband has quitclaimed his interest to Wife and she owns the property free and clear.

**Husband's Creditors.** In the event any creditor of Husband obtains any lien against the Marital Residence Husband shall make every reasonable effort to cause said lien to be removed within a reasonable time and shall be fully responsible for the liability giving rise to said lien.

(b) **CASH, RETIREMENT, INSURANCE, SAVINGS AND BROKERAGE ACCOUNTS:**

(1) The parties have joint checking and joint savings accounts held at Bank of America. Neither party will remove or transfer funds out of these accounts outside of the normal course of business. Within 5 days of executing this agreement the parties will divide the funds in the joint Bank of America accounts equally.

(2) Husband has a bank account in Singapore with an approximate balance of approximately \$83,000.00. Husband shall transfer the sum of \$40,000.00 to Wife as equitable division of property (check, direct deposit, or wire at Wife's direction) and Husband shall be awarded the remaining funds in his Singapore account or accounts free and clear of any further claim of Wife.

(3) The parties have an interest in a portfolio held at TIAA in the name of Husband. The portfolio is made up of various stocks and investments. The total balance of the portfolio as of March 31, 2024, was \$1,833,439.52. Husband agrees he has not transferred or removed any funds from this portfolio in the past 24 months and agrees he shall not transfer or remove or obtain a loan against the portfolio until it has been transferred as set forth herein.

The parties agree that the valuation date for division purposes of the account shall be March 31, 2024. The parties agree that Husband shall cause to be transferred fifty-five percent (55%) as of the valuation date of the TIAA portfolio to Wife. This transfer shall be subject to gains and losses associated with the portfolio since the valuation date until the date of transfer. Each of the holdings in the TIAA portfolio shall be divided on a pro-rata tax neutral basis in accordance with the above percentages (i.e., 55% to Wife, 45% to Husband) so that each party receives his/her

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Wife

  
Husband



proportional share of the market value, cost basis and unrealized gains and losses. The parties shall both cooperate as necessary to conduct these transfers as soon as possible. In the event the parties cannot agree on how to properly split the portfolio in accordance with this paragraph they shall submit the issue to binding arbitration with Laurie Dyke of IAG Forensics and her determination shall be binding. In the event Ms. Dyke is not available, the parties shall submit the issue to binding arbitration with Beth Garrett of Frazier & Deeter. Should Ms. Garrett not be available then Wife shall submit three names of other forensic accountants to Husband in writing and Husband shall choose one of the accountants to conduct the binding arbitration. In the event arbitration is required the parties shall split the costs of the arbitrator equally (50/50).

(4) The parties have an interest in a Roth Contributory IRA held at Charles Schwab & Co in the name of Husband with an approximate balance as of December 31, 2023, in the amount of \$192,065.96. Husband shall be awarded this account free and clear of any claim of Wife.

(5) The parties have an interest in Investment Account ending in 6402 held by Guinness/Atkinson and in the joint names of the parties as Joint Tenants with Right of Survivorship with an approximate balance of \$31,879.18 as of December 29, 2023. Husband shall be awarded this account however Husband shall not be permitted to transfer or remove any funds from this Account for as long as he has an alimony obligation. Husband shall keep this account held in the joint names of the parties as joint tenants with right of survivorship for as long as he has an alimony obligation to Wife. In the event Husband were to die prior to paying his total alimony obligation of \$672,000.00 (hereinafter referred to as "total alimony obligation") in full, the parties' intent would be for the funds in this Account to belong solely to Wife. Once Husband has paid his total alimony obligation in full, he may transfer the funds from this Account or change its designation (out of joint tenants with right of survivorship) so Wife does not obtain the funds at the time of Husband's death. For as long as Husband has an alimony obligation to Wife, Husband shall provide full access to this account to Wife, including but not limited to password and logins so that Wife may have access to confirm the account status.

(6) The parties have an interest in Investment Account ending in 1800 held by Invesco and in the joint names of the parties as Joint Tenants with Right of Survivorship with an approximate balance of \$55,751.01 as of December 31, 2023. Husband shall be awarded this account however Husband shall not be permitted to transfer or remove any funds from this Account for as long as he has an alimony obligation. Husband shall keep this account held in the joint

names of the parties as joint tenants with right of survivorship for as long as he has an alimony obligation to Wife. In the event Husband were to die prior to paying his total alimony obligation in full, the parties' intent would be for the funds in this Account to belong solely to Wife. Once Husband has paid his total alimony obligation in full, he may transfer the funds from this Account or change its designation (out of joint tenants with right of survivorship) so Wife does not obtain the funds at the time of Husband's death. For as long as Husband has an alimony obligation to Wife, Husband shall provide full access to this account to Wife, including but not limited to password and logins so that Wife may have access to confirm the account status.

(7) The parties have an interest in Account 171W1JV held by T.Rowe Price in the name of Husband with an approximate balance of \$32,605.68 as of December 31, 2023. Husband shall be awarded this account free and clear from any claim from Wife.

(8) Wife has an interest in a Fidelity Account IRA ending in 2820 with an approximate value of \$68,146.14 as of December 31, 2023. This account is separate property of the Wife as she obtained the same as inheritance. Wife shall own this account free and clear from any claim from Husband.

(9) The parties have an interest in a rollover Roth IRA held at Charles Schwab & Co in the name of Wife account ending in 1721 with an approximate balance as of December 31, 2023, in the amount of \$173,879.79. The parties agree that this account shall be awarded to Wife free and clear of any claim from Husband.

(10) Wife has created a Bank of America Account in her sole name and is hereby awarded the same free and clear of any claim from Husband.

(11) Wife has a small pension from Lockheed that will pay out either \$147.50 a month or \$317.52 a month depending on when she starts payments. This account is awarded to Wife free and clear of any claim from Husband.

(12) Wife has an interest in IRA 7609-1724 held at Charles Schwab in the approximate amount of \$65,414.02 as of April 12, 2024. This account is awarded to Wife free and clear of any claim from Husband.

**(c) COLLEGE ACCOUNTS**

The parties' adult children, Erik and Krista, each have certain college education accounts in his/her name and the name of Husband. Erik has a 529 Path2Georgia Account in the amount of \$11,417.41 as of December 31, 2023 and an education account held jointly with Husband in the

approximate amount of \$31,296. Krista has a 529 Path2Georgia Account in the amount of \$13,153.23 as of December 31, 2023 and an education account held jointly with Husband in the approximate amount of \$33,930.00. The parties shall cooperate as necessary to transfer each of the accounts to accounts so that the funds are held in the name of Wife as custodian for the children.

This can be accomplished by (1) Adding Wife's name to the current 529 and education accounts for each child and remove Husband's name, if possible; (2) Wife creating like kind accounts so that Husband can transfer each of the children's funds into like kind accounts held by Wife as custodian or jointly with the child; or (3) consolidating each of the child's funds into one account held by Wife (i.e., Erik's 529 and education account are consolidated and rolled into an account opened by Wife and same for Krista).

Wife may in her own discretion agree to ultimately elect to have the children's funds transferred into the child's individual name. Wife shall be considered a fiduciary for the children's accounts and shall not use the funds in these accounts for any other purpose than education costs and expenses (including room, tuition, social club fees, etc.) and if possible medical costs and expenses for the children. Once each child reaches the age of 30 Wife shall have discretion how to use any remaining funds on behalf of each child and no longer shall be constricted to use the funds solely for education purposes.

**(d) VEHICLES**

(1) Husband is entitled to drive (have sole possession) and maintain any vehicle which may currently be in his possession in Singapore. Husband shall be solely responsible for any and all costs and expenses associated with the vehicles including, but not limited to loan payments, taxes, registration fees, insurance, and maintenance. He shall fully indemnify Wife and hold her harmless from any losses or expenses of any kind related to the vehicles.

(2) Wife is entitled to drive (have sole possession) and maintain any vehicle which may currently be in her possession and/or titled in her name including the Ford Edge and Ford Focus. Wife shall be solely responsible for any and all costs and expenses associated with the vehicles including, but not limited to loan payments, taxes, registration fees, insurance, and maintenance. She shall fully indemnify Husband and hold him harmless from any losses or expenses of any kind related to the vehicle.

(3) If applicable, each party will sign any document to ensure each party has good title to his/her respective vehicles.



(4) Husband owns a Ford Mustang that is currently in the garage at the Marital Residence. Husband is living out of the country and will continue to live out of the country for the foreseeable future. As such, the parties agree that Husband shall transfer this vehicle to Wife and Wife shall sell the same and put the funds into an account which can be used to purchase a vehicle for Krista.

**(e) OTHER ITEMS OF PERSONAL PROPERTY**

Property to Husband

Husband shall retain as his separate property the following described assets, properties, rights, and interests:

- 1) The contents of Husband's apartment in which he currently resides;
- 2) All items Husband owned or possessed prior to marriage;
- 3) All of Husband's jewelry and other such personal items; and
- 4) Any other furniture, furnishings, or household items to which the parties mutually agree.

For all property awarded to Husband unless otherwise agreed Husband shall be responsible for obtaining the property from the Marital Residence within three (3) years. In the event Husband has not taken possession of his property within 3 years from the final order of separate maintenance the same shall be deemed abandoned by Husband and Wife may proceed with such property in her discretion (i.e., keep, trash, sell, etc.).

Property to Wife:

Wife shall retain as her separate property the following described assets, properties, rights, and interests:

- 1) All remaining furniture and property within the Marital Residence;
- 2) All remaining china, crystal, silver, housewares, and artwork remaining within the Marital Residence;
- 3) All of her jewelry and other such personal items;
- 4) All items Wife owned or possessed prior to the marriage;
- 5) Any other furniture, furnishings, or household items to which the parties mutually agree.

7.  
**DEBTS**

(a) Each party shall be solely responsible for any and all debt (including credit cards) incurred in his/her individual name after the entry of this Agreement and each shall indemnify, defend and hold the other harmless thereon. Until this Agreement is signed the parties shall continue the status quo in regard to Wife's BOA Visa card and Wife may charge the same and it will be paid out of the joint funds in the joint Bank of America Account.

(b) Husband and Wife shall not at any time hereafter contract any debts, obligations, or other liabilities whatsoever, for which the other or his or her property or estate shall become or may become liable or answerable, and each party shall indemnify the other and hold the other party harmless from any such obligation.

(c) Neither party shall incur any further charge on any joint credit card of the parties so the same may be paid and closed. Each party shall remove the other as an authorized user on any credit card in his/her name.

8.

**TAX OBLIGATIONS**

(a) The parties shall file joint federal and state tax returns for tax year 2023 if they have not already and will file separately each year thereafter. In the event of any refund for 2023 the same shall be split equally. In the event any taxes are owed for 2023 Husband shall be solely responsible for the same. For years prior to 2023, the parties shall hold each other harmless and shall fully indemnify each other from any liability for tax penalties or tax fines resulting from any under reporting or over deducting attributable to that party for any year during which the parties were married. The parties shall not take a position before any tax authority or in any legal proceeding that is inconsistent with this portion of the Agreement, and each shall take any and all necessary actions and execute any and all documents required to effectuate the terms of this subparagraph. For any year after 2023, the parties shall file taxes separately unless they otherwise agree in writing.

(b) Each party acknowledges that he or she is aware that there might be certain tax consequences associated with this Agreement or as a result of their entering into this Agreement. Each party understands that prior to the execution of this Agreement, he or she should consult with a tax attorney or C.P.A. to satisfy themselves of any tax consequences which may result from this Agreement.

(c) Without in any way limiting the generality of the foregoing language, Husband and

Wife specifically understand that tax advice is not offered by either party's attorney in this matter if they elected to retain an attorney, nor any partner, associate, or employee of either party's attorney or the attorney's respective law firms, and that Husband and Wife have been advised, prior to the execution of this Agreement, to seek from a competent Certified Public Accountant (C.P.A.) or other tax consultant all such advice regarding taxes and the tax impact of this Agreement, and for such other advice and filings as may be appropriate. Husband and Wife further understand that such documents, reports or elections to be filed pursuant to such advice must be filed by Husband or Wife or by a C.P.A. or other tax consultant engaged by either party.

9.

**ATTORNEY'S FEES**

Each party shall bear and be solely responsible for his/her own costs of the attorney's fees and expenses of litigation incurred connection with the above-styled action if he/she chooses to retain one.

10.

**PERFORMANCE**

Both parties hereto shall timely execute all documents; perform all acts necessary to transfer any of the assets, or to effectuate any of the provisions and conditions set forth herein, if applicable. Each of the parties shall do all things necessary to accomplish the spirit and purpose of this Agreement in a timely manner, as applicable.

11.

**BINDING AGREEMENT AND INDEPENDENT SURVIVAL OF TERMS**

This Agreement shall be fully binding on the parties and their heirs, legatees, executors, administrators, and assigns. The parties further agree that this Agreement shall be submitted to the Court in the above-styled action as the final agreement of the parties with reference to the subject matter contained herein and for incorporation into any Final Order of Separate Maintenance rendered in said civil action. Notwithstanding such incorporation, this Agreement shall not be merged into any final order of the Court, but shall survive the same independently of this action and shall be enforceable, binding, and conclusive on the parties in the future.

The parties also acknowledge that either party has the right to file a subsequent action for divorce. Should this occur, the parties agree that this Agreement shall govern and the provisions of this Agreement shall be incorporated into any Final Judgment and Decree of Divorce. In the

alternative, the parties agree that any Final Judgment and Decree of Divorce shall be in conformity with the provisions herein and shall in no respect impair or modify the same. In the event the parties are required to execute a separate agreement for the purpose of having same incorporated into said decree or order, the parties agree to execute such document or documents as may be necessary to incorporate the provisions hereof in said decree. This agreement shall be admissible into evidence on behalf of either party in the event of a future divorce proceeding filed by either party. This Agreement, if approved by a Court as part of any Final Judgment and Decree of Divorce, shall constitute the sole agreement and decree relating to all matters to which this Agreement refers.

Each party is willing to accept the provisions of this Settlement Agreement and wishes a court of competent jurisdiction to accept the provisions contained in this Agreement in full settlement of the parties' respective alimony and property rights. Each party recognizes that he/she is giving up any right to alimony or property division other than as set forth explicitly herein. Each party recognizes that as per *Goodman v. Goodman*, 254 Ga. 703 (1985), once the Final Order of Separate Maintenance is entered incorporating this Agreement that the property each party receives pursuant to the order shall become part of his/her separate estate, and it not thereafter subject to equitable division in a later divorce action.

12.

**WAIVER**

Except for those rights and claims for which this Agreement provides, each party hereby waives and releases any and all marital rights and claims including, but not limited to, alimony, whether in the form of periodic payments, lump sum payments or awards of property from his or her separate estate or otherwise, division of property, dower, courtesy, year's support and any 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 by reason of the marriage of the parties. Both parties waive any legal right he or she may have to be appointed executor or administrator of the estate of the other except as the deceased party may have designated in his or her Will. In addition, each party forever waives and releases the other from any cause of action each may have against the other as a result of any conduct or action which occurred during the parties' marriage (this shall not include each party's right to proceed with a cause of action to enforce any of the provisions of this Agreement). All property received or retained by either party under this Agreement whether

or not such property is specifically mentioned herein, shall be and remain the separate property of the party receiving or retaining that property and that property shall be free from any claim by the other or his or her estate.

13.

**ONLY AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes any and all Agreements previously made by them.

14.

**VOLUNTARY AGREEMENT/UNDERSTANDING**

(a) The parties mutually agree and stipulate that the Wife is represented by Jordan Hendrick of Abernathy Ditzel Hendrick LLC, and that Husband is representing himself.

(b) The parties, by their signatures below, acknowledge that they are entering into this Agreement freely and voluntarily; that they have read the Agreement carefully before signing the same; that they themselves have ascertained and weighed all of the facts and that they have had the right to see legal counsel independent of each other; that they have been duly apprised of their respective legal rights if they elected to retain counsel; that they have given due and careful consideration to such provisions; that they clearly understand and assent to all of the provisions herein. The parties acknowledge each to the other that each is mentally competent and is not suffering under any disabilities.

15.

**DISCOVERY AND REPRESENTATION OF FINANCIAL STATUS**

Before this Agreement was negotiated, each party was advised of his or her rights under the Georgia Civil Practice Act to conduct formal discovery, investigation and analysis of the assets, liabilities and income of the other party. Each party knowingly and voluntarily chooses to forego his or her rights under the Georgia Civil Practice Act to conduct further formal discovery, investigation and analysis of the assets, liabilities and income of the other party. Each party confirms he/she has made a true and direct representation of his/her financial status. Each party represents that he/she has fully disclosed to the other any and all property that either party has any interest in or claims any right or interest therein and acknowledges that the other party making this settlement and accepting the sums that are contained herein has exclusively relied upon the representations made by the other, which each party covenants to be true, accurate and complete. In the event that any asset held by either party, solely or jointly with any third party, not disclosed

by being listed on this settlement agreement, is discovered subsequent to this action, 100% of said undisclosed asset shall be transferred to the other party.

16.  
**SEVERABLE**

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

17.  
**GEORGIA LAW**

This Agreement is being executed in contemplation of incorporation in a Georgia Final Order of Separate Maintenance. The parties hereby agree that the laws of the State of Georgia shall in all respects control the construction and interpretation of this Agreement.

18.  
**CONSTRUCTION**

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

19.  
**CONSENT TO TRY**

Plaintiff and Defendant hereby consent to the trial of this matter any time after 31 days from the acknowledgment of service or service of the Complaint.

20.  
**NO WAIVER IF BREACH**

This Agreement may only be changed by the parties by mutual agreement, in writing, for any change to be valid and binding. Each party agrees that there shall be no oral modifications of this Agreement. Any change shall be approved by a Georgia court of competent jurisdiction prior to any 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.

21.  
**HOLD HARMLESS - WIFE TO HUSBAND**

Except as otherwise expressly provided in this Agreement, Wife shall pay and hold Husband harmless for any claims, debts, liabilities and obligations of any nature whatsoever, contingent or otherwise, which Wife is responsible for pursuant to this agreement or to which Wife has incurred



individually or jointly with any third person or persons. Wife promises to defend Husband against any attempts by any of her creditors to collect the same from Husband and further promises to indemnify Husband fully from any liability and expenses, including legal expenses, which may result from her obligations. In the event that any creditor of Wife obtains or attempts to apply a lien against any real or personal property in which Husband has an interest, Wife shall promptly undertake to satisfy that obligation giving rise to the lien.

22.

**HOLD HARMLESS - HUSBAND TO WIFE**

Except as otherwise expressly provided in this Agreement, Husband shall pay and hold Wife harmless for any claims, debts, liabilities and obligations of any nature whatsoever, contingent or otherwise, which Husband is responsible for pursuant to this agreement or to which Husband has incurred individually or jointly with any third person or persons. Husband promises to defend Wife against any attempts by any of his creditors to collect the same from Wife and further promises to indemnify Wife fully from any liability and expenses, including legal expenses, which may result from his obligations. In the event that any creditor of Husband obtains or attempts to apply a lien against real or personal property in which Wife has an interest, Husband shall promptly undertake to satisfy that obligation giving rise to the lien

23.

**UNDISCLOSED LIENS/LIABILITY**

Any lien or liability which has not been disclosed to the other party shall be the sole responsibility of the party who has failed to disclose same and of the party who has incurred or acted so as to incur such lien or liability, and the party incurring such lien or liability shall indemnify and hold the other party harmless from all liability associated therewith.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals.

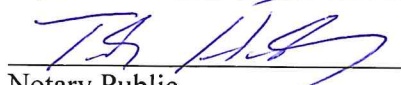
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JOAN ROSEN, WIFE

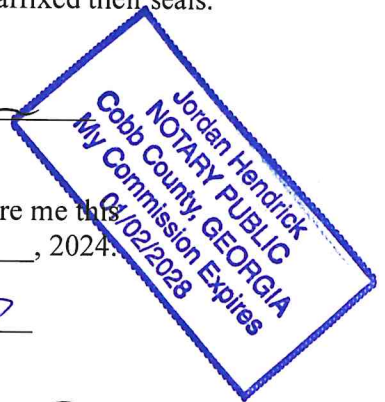
  
DAVID ROSEN, HUSBAND

Sworn to and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, 2024.

Sworn to and subscribed before me this  
14 day of May, 2024.

\_\_\_\_\_  
Notary Public

  
Notary Public



\_\_\_\_\_  
Wife

  
Husband