

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

JOHN JOSEPH BURNS,

PETITIONER,

vs.

REBECCA ANN BURNS,

RESPONDENT.

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CIVIL ACTION FILE NO. 2021CV356869

MARITAL SETTLEMENT AGREEMENT

JOHN JOSEPH BURNS ("Husband"), and REBECCA ANN BURNS ("Wife" collectively with "Husband" as "the parties") enter into the following Settlement Agreement (the "Agreement").

WITNESSETH:

The parties were married on October 3, 1998 and said marriage still subsists.

There are two (2) minor children born of the marriage to-wit: Patrick John Burns, a male born in 2005, and Riley Ann Burns, a female born in 2007.

Due to irreconcilable differences that have arisen between the parties, they have been living separate and apart and it is their intention to dissolve the marriage between them by entering into an agreement settling all issues between them on a full and final basis, including the care and custody of their minor children, child support, alimony, equitable division of marital property, attorneys' fees and all other rights, remedies, privileges and obligations which have arisen out of their marriage (the "Agreement"). The parties agree that their future relations shall be governed by the terms of this Agreement and enter into this Agreement 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 mutual promises, covenants, agreements, and terms contained herein, the parties voluntarily enter into the following Agreement:



HUSBAND INITIAL HERE



WIFE INITIAL HERE

Minor Children

1. *Child Custody and Visitation* - The parties acknowledge they have a joint and several obligation for the care, custody, and support of their minor children. They have set forth the details of their custodial arrangement and respective parenting times in the document entitled "Permanent Parenting Plan," which is incorporated herein by reference.
2. *Child Support* - Child support is set pursuant to the Consent Child Support Addendum and Child Support Worksheets, which are incorporated herein by reference.

Vehicle for Minor Children:

Husband shall purchase one (1) vehicle for the minor children costing not less than Ten Thousand and 00/100 Dollars (\$10,000.00). Wife will be solely responsible for the cost of car insurance for said vehicle, for so long as there is a obligation for child support.

Alimony

3. *Alimony* -

In consideration of the length of the marriage and the significant difference in the respective personal incomes of the parties, Husband shall pay directly to Wife, as alimony for her support and maintenance, one (1) lump sum alimony payment in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) which amount will be payable as follows: within ten (10) days of the parties' execution of this Agreement.. The parties agree and acknowledge that Husband's alimony payment shall not constitute taxable income to the recipient nor shall constitute a deduction to the payor. This Agreement shall be subject to *Varn v. Varn*, 242 Ga. 309 (1978) and shall be non-modifiable at a later date by Wife. Husband's lump sum payment of alimony to Wife shall fully satisfy his alimony obligation under the parties' Settlement Agreement.

Insurance

4. *Insurance* - The parties shall carry insurance pursuant to the following terms:

a. **Life Insurance**

Each party shall retain the life insurance policies in their name and any cash value associated therein.

b. **Health Insurance**

Commencing with the entry of the Final Judgment, the parties will be responsible for their own health insurance policies, and each shall be responsible for their own health care expenses not covered by insurance. The parties shall share in the uncovered health care costs and shall maintain the health insurance for the minor children as set forth in detail in the Consent Child Support Addendum. Each party is presently covered under their respective employer's health insurance plan.


HUSBAND INITIAL HERE


WIFE INITIAL HERE

Real Estate

5. *Marital Real Estate* –

During the parties' marriage, they acquired a property located at 1375 ROLLING INKS DRIVE, MILTON, GEORGIA 30004 (the "marital home or residence").

The parties agreed to sell the marital home and previously executed a Side Sale Agreement on or about February 11, 2022 which is incorporated herein by reference. The parties agreed NOT to file the Side Agreement with this settlement document for the sake of privacy and to avoid a potential buyer gaining an unfair advantage concerning the sale of the marital home. The parties acknowledged that the marital home is under contract to be sold; The parties agreed to the following concerning the sale of the marital home:

- (a) **Consent to Sale** – Neither party shall unreasonably withhold his or her consent to the sale of the marital residence. Each party cooperated fully with any broker in using a lock box and showing this residence, meeting with prospective purchasers, making counter offers, and signing the necessary documents to effectuate the sale and closing of the marital residence. At the time of the closing of the sale of the marital residence, each of the parties had the right and obligation to attend the closing and sign all documents required to complete the transaction.
- (b) **Repairs to the Marital Residence** – The parties were each responsible for one-half of the cost of all repairs as recommended by the designated listing real estate broker that were necessary and reasonable to get the marital residence into market condition for sale. Husband agreed to advance all of the reasonable and necessary repair costs prior to the sale. To the extent either party paid for any such reasonable and necessary repairs and had not been reimbursed by the other party, he or she received reimbursement at the time of the closing from the reimbursing party's portion of the equity.
- (c) **Condition of the Marital Residence While Listed for Sale** - For the purpose of effectuating the sale of the marital residence, both parties kept the marital residence in broom clean condition to permit the home to be shown to prospective purchasers at all reasonable times.
- (d) **Division of Equity** - Husband received fifty percent (50%) of the net proceeds of the sale of the marital residence and Wife received fifty percent (50%) of the net proceeds of the sale of the marital residence. The parties agreed that each would receive the funds in individual accounts and said funds shall be the separate property of each party. For purposes of this Agreement, net proceeds is defined as the gross proceeds due to the sellers under the contract for sale less the following: any existing mortgages, liens, or encumbrances on the marital residence, pro-rated taxes due and owing, any commissions due and owing, any closing costs due and owing, and any costs or expenses identified in the contract for sale of the marital residence due and owing at the time of the closing. In the event the marital residence was sold at a net loss, then Husband was responsible for bringing fifty percent (50%) of the deficiency to the closing and Wife was responsible for bringing fifty percent (50%) of the deficiency to the closing.



HUSBAND INITIAL HERE



WIFE INITIAL HERE

- (e.) **Security Interest** - The parties represented that the following were the only liens tied to the marital home: Wells Fargo Loan No. *7879.

Neither party shall grant any deed to secure debt conveying to any lender any interest in the marital residence until the other party is removed from any current financial obligation(s) on the marital residence, nor use the marital residence as security for any loan subsequently obtained except as provided in this refinancing provision. Each party guarantees and warrants that they know of no liens or encumbrances against the marital residence other than those disclosed in this Agreement. In the event it is determined any additional liens, encumbrances, or clouds against the title to the marital residence have been caused by the actions of either party, that party shall bear sole financial responsible and shall take all actions necessary to remove the same and shall indemnify and hold the other party harmless with respect to thereto and shall be fully responsible for any and all liability associated with the same.

Retirement, Investment, and Bank Accounts


6. Retirement Accounts -

Husband warrants he has disclosed any interest, if any, he may have or that he has been offered by his employer or business, past or present, or reasonably expects to be offered by his employer, in a retirement plan of any kind, whether pension, profit-sharing, 401(k), IRA, annuity, SEP, or other type of retirement or deferred compensation plan.

Wife warrants she has disclosed any interest, if any, she may have or that she has been offered by her employer or business, past or present, or reasonably expects to be offered by her employer, in a retirement plan of any kind, whether pension, profit-sharing, 401(k), IRA, annuity, SEP or other type of retirement or deferred compensation plan.

The parties represent and acknowledge that Wife currently has a State Farm 401(k) Account ending in *0013 with an approximate balance of Three Hundred Twenty-Six Thousand Three Hundred Fifteen and 46/100 Dollars (326,315.46). Husband expressly makes no claim to Wife's State Farm 401(k) Account ending in *0013. Wife shall retain her State Farm 401(k) Account ending in *0013 in sole her name and such account and its contents shall remain Wife's sole property free and clear of any claim or interest by Husband effective upon the signing of this Agreement.

The parties represent and acknowledge that Husband currently has a State Farm 401(k) Account with an approximate balance of Five Hundred Sixteen Thousand and 00/100 Dollars (\$516,000.00). Husband warrants and represents that he has no outstanding loans against the State Farm 401(k) Account and that he will not take any loans or otherwise withdraw any funds from this account until after Wife receives her distribution. As part of the equitable division of the parties' marital property, One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00) of Husband's State Farm 401(k) Account shall be transferred to Wife's State Farm 401(k) Account ending in *0013 or another qualified account identified by Wife, plus or minus any gains or losses and any interest or dividends the amount accrues from February 24, 2022 until the date of division.


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WIFE INITIAL HERE

The transfer of funds shall be as soon as administratively possible according to the rules and regulations of the plan(s), and the process shall be initiated by Husband within seven (7) days of the date of the Final Decree. If necessary, the transfer shall be executed through a Qualified Domestic Relations Order ("QDRO"). Preparation of the QDRO, the process of qualifying the QDRO and completion of the transfer of funds through the QDRO shall be prepared, processed, and completed by Husband. Husband shall be responsible for all of the attorney's fees and costs associated with the preparation, approval process, and completion of the QDRO. Wife agrees to cooperate fully with Husband in providing any information and/or documentation necessary for the preparation of the QDRO, including but not limited to the identity, address, and other contact information of the Plan Administrator. Effective upon the transfer to Wife of Wife's equitable division of the party's retirement accounts, each party shall then release, discharge, and waive any and all further claim to any additional award of equitable division in the other party's retirement account(s). Wife's entitlement to the retirement benefits described in this Agreement shall not be terminated, abated, suspended, modified, reduced, or affected in any way by her death, remarriage, or any other event.

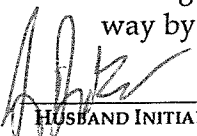
If any order submitted to the Plan Administrator is held or construed not to be a QDRO within the meaning of the 29 U.S.C. §414(p), the parties stipulate and agree that the Superior Court of Fulton County, Georgia shall retain jurisdiction to modify the order and any such modifications made be made *nunc pro tunc*.

7. Pensions -

The parties represent and acknowledge that Wife has a Pension Account. Wife shall retain her Pension Account in her sole name.

The parties represent and acknowledge that Husband has a Qualified Pension and a Non-Qualified Pension. Wife shall receive a proportional share of the "net value" of Husband's Qualified Pension. Both parties acknowledge and agree that Husband's pension was evaluated by Seth Murphy, C.P.A. The marital value of Husband's pension is approximately 90.79% of each pension. The Parties understand and agree that the Non-Qualified Pension is not divisible.

The Parties agree that as Wife's equitable portion, Husband shall pay Wife a total of Five Thousand Two Hundred and Fifty Dollars and 00/100 (\$5,250,000.00) per month from Husband's State Farm Qualified Pension. The Parties further agree that Husband shall select Option CA—~~75% Survivor Benefit and list Wife as the beneficiary.~~ This amount shall be payable directly from State Farm to Wife by Qualified Domestic Relations Order as necessary. Preparation of the QDRO, the process of qualifying the QDRO and completion of the transfer of Wife's share of the pension through the QDRO shall be prepared, processed, and completed by Wife. Husband and Wife shall be equally (50/50) responsible for all of the attorney's fees and costs associated with the preparation, approval process, and completion of the QDRO. Husband agrees to cooperate fully with Wife in providing any information and/or documentation necessary for the preparation of the QDRO, including but not limited to the identity, address, and other contact information of the Plan Administrator. Wife's entitlement to the retirement benefits described in this Agreement shall not be terminated, abated, suspended, modified, reduced, or affected in any way by her death, remarriage, or any other event.


HUSBAND INITIAL HERE


WIFE INITIAL HERE

8. *Investment Accounts and/or Stock -*

The parties acknowledge Husband currently owns the following investment accounts: State Farm Joint Tenants WROS Account *69EY, State Farm Mutual Fund, and Hancock Claims Consultants Incentive Stock. Wife shall be awarded the State Farm Joint Tenants WROS Account *69EY, jointly titled in the approximate amount of \$40,671. Husband shall be awarded the State Farm Mutual Fund, jointly titled in the approximate amount of \$67,761, and the Hancock Claims Consultants Incentive Stock. The parties waive any and all claims and future claims in the awarded accounts.

529 Plans: Husband will be named as the custodian for the minor children's 529 college savings plan(s). Husband shall be the fiduciary for these accounts and shall not use these funds for any purpose other than the college expenses for the minor children. After each child earns a four-year college degree, or after attaining the age of 25, whichever occurs first, the parties shall liquidate the 529 account for the respective child and share the net proceeds, after penalty and tax. Each party shall receive fifty percent (50%) of the net proceeds, unless both parties agree otherwise in writing. Husband shall provide to Wife the necessary credentials to allow Wife access to the online account for the 529 accounts of each child. Wife shall not cause any transactions to be made. This access shall provide Wife with the ability to remain informed in regards to the balance of said account and transactions.

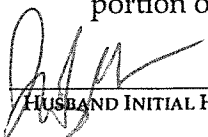
9. *Bank Accounts -*

As an equitable distribution of property, each party shall retain, free from any claim by the other, all bank accounts, savings accounts and other similar accounts in their individual names.

The parties acknowledge that there are two (2) joint bank accounts: State Farm Federal Credit Union S1 Share Account (hereinafter, "State Farm Account") and US Bank Checking Account *7999 (hereinafter, "US Bank Account"). As equitable division of marital property, Wife shall receive Seventy-Two Thousand Nine Hundred Twenty-Five and 00/100 Dollars (\$72,925.00) from the State Farm Account. Husband shall retain the remaining funds in the State Farm Account, and Wife shall work with Husband to remove her name from the State Farm Account within thirty (30) days of receipt of her funds from this account.

As equitable division of marital property, the parties shall use the US Bank Account to pay any and all marital debt related to joint credit cards as of February 24, 2022 and further discussed below. The parties agree to equally split any remaining proceeds left in this account once the marital debt is paid. Upon dividing of the remaining proceeds, if any, Husband shall close this account.

Any outstanding checks or debts that are not accounted for in the account at present shall be disclosed immediately. If there are outstanding checks that have not been cashed that would reduce the amount in the account, and the check/debt has not been disclosed, the party responsible for incurring the debt or writing the check shall reimburse the other party his or her portion of the debt within twenty-four (24) hours of the discovery of the debt/check.



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Accounts for the Children: All accounts at State Farm Federal Credit Union (S2 and S3) will remain the separate property of the minor children and will remain in place for the minor children. These accounts will not be closed out, nor money removed from them except for the use or benefit of the children and after the consent of both parties, which consent shall not be unreasonably withheld.

Marital Debts

10. Marital Debts -

Except as otherwise provided for in this Agreement and except as set forth below, each party shall be responsible for all other indebtedness in their respective names. With the division of debt set forth below, the parties agree to not obtain additional credit in the name of either party, or increase the amount of any existing joint debt obligation, including lines of credit and credit cards currently in their joint names. The parties will make sure that any credit cards in their joint names will be changed so that they are in the individual names of the primary card holder. If a joint credit card cannot be separated, then the parties shall close such account and share in the obligation as set forth below.

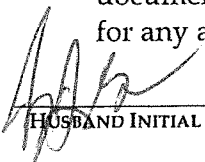
Neither Husband nor Wife shall have any obligation for any debt incurred by the other that may be in existence at the time of execution of this Agreement except as is specifically provided for in this Agreement. Any such unspecified debt shall be paid by the party who incurred the debt.

With regard to all debts and obligations under this Agreement, each party represents and warrants he or she shall make timely payments on his or her obligations so as not to negatively affect the credit of the other. Both parties agree they shall indemnify and hold the other harmless for the financial responsibilities he or she has accepted under this Agreement. Said indemnification and hold harmless provisions shall include the defaulting party's paying the other party's reasonable and necessary attorney's fees and court costs for any contempt action or collection action necessary to enforce the terms of this Agreement.

The parties acknowledge that there are two (2) joint credit cards: US Bank Credit Card *3830 and Costco Credit Card. The parties expressly agree to use the funds from US Bank Checking Account *7999 to pay off any and all debt related to the above two (2) credit cards. The parties shall equally split any outstanding credit card balance once the US Bank Account has been applied to the credit card debt.

Within three (3) days of signing this Agreement, the parties shall each deliver to the other any credit cards in his or her possession for any accounts maintained in the other's name or for which the other party is responsible as identified above. In the event there is a joint charge account, all cards on that account shall be destroyed and the account closed.

Joint Cell Phone: The parties have a family cell phone plan. Within thirty (30) days of the execution of this Agreement, Wife shall obtain her own account and shall execute any and all documents necessary to remove her name from the joint cell phone plan. Wife shall be responsible for any and all early termination fees incurred in effectuating this provision.



HUSBAND INITIAL HERE



WIFE INITIAL HERE

Personal Property

11. *Automobiles -*

Each party shall retain the automobiles currently in their possession and be solely responsible for all debts, maintenance, repairs, insurance, registration, title, tags, ad valorem taxes, and other expenses associated with their respective automobiles. Husband is currently driving the 2018 Audi A6, and Wife is currently driving the 2017 Toyota Sequoia. Each party shall have the other party's name removed from the title and registration as required within thirty (30) days of signing this Agreement. The parties will contact the insurance company to establish separate insurance policies on their respective vehicles within thirty (30) days of the signing of this Agreement.

12. *Furniture, Furnishings And Other Personal Property -*

Each of the parties shall hereinafter own, have and enjoy, independently of any claim or right of the other party all items of personal property (tangible and intangible) now or hereafter belonging to him or her and now or hereafter in his or her name, with full power to dispose of the same as fully and effectually as though he or she were unmarried. The parties have made an amicable division of furniture, furnishings, household goods and personal property. All such property in each party's respective possession shall remain the sole property of the party in possession.

Taxes

13. *Taxes -*

a. **Tax Filings:**

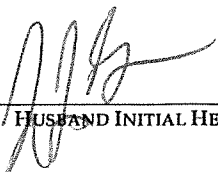
The parties represent and confirm to each other that there are no outstanding income taxes due nor any deficiency assessments, late fees, penalties or interest charges that are due to any state revenue agencies or to the Internal Revenue Service for any tax year prior to 2021.

The parties shall file a joint tax return for the year 2021. The parties will split equally whatever tax return or tax liability they receive. Wife will prepare the appropriate documents as soon as they are available and forward them to Husband to prepare the joint return. If Husband is unable to complete the tax returns within a reasonable time period, the parties will use an accounting firm/CPA/tax preparation company to prepare the parties' tax returns.

The parties will file a separate tax return for the year 2022 and thereafter.

b. **Mortgage Interest and Property Tax Deduction:**

To the extent allowable by the IRS, the parties shall split the mortgage interest and property tax deduction for the 2021 tax year and the first four (4) months of the 2022 tax year.



HUSBAND INITIAL HERE



WIFE-INITIAL HERE

c. Dependency Exemption:

Husband shall be entitled to claim any child tax credits available for all federal income tax purposes for Riley on all future tax returns, and any dependency exemptions for all state income tax purposes. Wife shall be entitled to claim any child tax credits available for all federal

income tax purposes for Patrick on all future tax returns, and any dependency exemptions for all state income tax purposes. Husband waives and relinquishes his right to the dependency exemptions and child tax credits for Patrick for tax purposes. Wife waives and relinquishes her right to the dependency exemptions and child tax credits for Riley for tax purposes. This provision is intended to serve as a written declaration that Husband/Wife may attach to his/her tax returns evidencing his/her entitlement to the exemptions and credits. If necessary, however, Husband/Wife shall sign within three (3) days of Husband's/Wife's written request, any IRS or state Department of Revenue form necessary to evidence this entitlement. In the event the federal or state government assesses additional income taxes, penalties or interest against either party because of failure to comply with the terms of this provision, the party at fault shall fully indemnify, defend, and hold the other harmless and shall pay any income taxes, penalties, and/or interest attributable thereto, together with the costs of reasonable attorney's fees, tax return preparer's fees, accountant fees, or other expert fees incurred as a result thereof by the party not at fault.

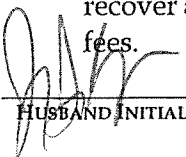
d. Indemnification:

The parties agree that, in the event either or both of them is audited by the federal or state government for a year during which they filed a joint return as a married couple, each will cooperate with the other, their respective accountants and counsel in such audit and shall timely provide records, documentation and appearances as required by the Internal Revenue Service or State Revenue Department. In the event the liability is directly attributable to the fault of one party, that party shall pay any resulting income taxes, penalties and interest assessments, together with the costs of reasonable attorney's fees, accountant's fees, or other expert fees incurred by the innocent party and the at-fault party shall indemnify and hold the other party harmless with respect to such liability.


In the event it is determined there is a tax liability that is not directly attributable to the fault of either party, the parties will cooperate and work together to minimize their tax liability and resolve the issue. Any tax liability will be split between the parties in direct proportion to the percentage of each party's income to the parties' total household income for that tax year.

Any and all refunds that may be derived from an audit will be split between the parties in direct proportion to the percentage of each party's income to the parties' total household income for that tax year.

Should Husband or Wife fail to perform any obligation hereunder, the other shall be entitled to recover any and all losses as assessments together with all expenses, including reasonable attorney's fees.



HUSBAND INITIAL HERE



WIFE INITIAL HERE

e. **Tax Advice:**

It is expressly understood by the parties that Meriwether and Tharp, LLC and the Reeder Law Firm do not hold themselves out as being experts in tax-related matters, have made no representations or recommendations based upon potential tax consequences, and have recommended the parties consult with tax specialists regarding any tax consequences in regard to this Agreement. By execution of this Agreement, the parties acknowledge such recommendation and confirm that, irrespective of whether he or she actually sought, accepted, or disregarded such advice, he or she is fully informed of and satisfied with the tax consequences that may affect him or her. Also, by signing this Agreement and that neither party has received or relied on any tax advice from either Meriwether and Tharp, LLC, or and the Reeder Law Firm.

Miscellaneous Equitable Division

14. *Construction of Equitable Division -*

The parties acknowledge that the equitable division of marital property and the payment of marital and joint debts, if provided for in this Agreement, shall not be deductible or taxable for income tax purposes as being incident to a divorce. Each party acknowledges that, but for the payments provided here, the other party's financial independence would be impaired. Therefore, it is the parties' intention that if either party ever seeks bankruptcy protection, the amounts payable under this Agreement shall not be dischargeable in bankruptcy under 11 U.S.C. § 523(a)(5) as they are payments in the nature of spousal support and maintenance. The parties acknowledge and agree the equitable division of the parties' marital property conforms to a just and right standard, with due regard having been given to the rights and contributions of each party.

Attorneys' Fees and Expenses

15. *Attorneys' Fees and Expenses -*

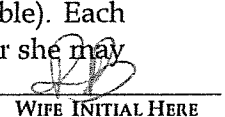
The parties understand and agree that each shall be responsible to pay their respective attorney's fees and costs incurred as a result of the instant proceeding. Each party further agrees to defend, indemnify, and hold the other harmless from any and all claims by any person, be it an accountant, attorney, appraiser, investigator or otherwise, who rendered or claims to have rendered service to him or her in connection with the proceeding or negotiation of this Agreement.

Additional Clauses (Future Relationship, Waivers, etc.)

16. *Freedom from Interference -* The parties mutually agree to live separate and apart at any residence of their choosing (subject to any limitations set forth in their parenting plan, where applicable). Each party shall be free from the interference, harassment, authority, and control, direct or indirect, by the other as if single and unmarried, except for any communication required by this Agreement or the Parenting Plan (if applicable). Each party may engage in any legal employment, business, or profession which he or she may



HUSBAND INITIAL HERE



WIFE INITIAL HERE

deem advisable, subject to other provisions in this Agreement or the Parenting Plan. Both parties agree that they shall not molest, harass, or interfere with the other whatsoever, nor shall either of them attempt to cohabit or dwell with the other.

17. **Bankruptcy** - Husband and Wife agree that in the event either party enters into a bankruptcy that this Agreement will expressly survive such event. It is the parties' intention that if either party seeks bankruptcy protection, the amounts payable under this Agreement including but not limited to alimony, child support, or periodic payments of equitable division shall not be dischargeable in bankruptcy under 11 United States Code Section 523(a)(5), as the payments are in the nature of spousal support and maintenance. Alternatively, the payments shall not be dischargeable in bankruptcy under 11 United States Code Section 523(a)(15).

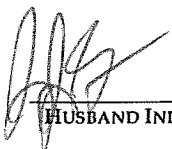
18. **Enunciation of Certain Rights** - Except as provided herein, Husband and Wife each hereby waive any right at law or in equity to elect to take against any Last Will made by the other, including all rights of dower or courtesy, and hereby waives, renounces, and relinquishes unto the other, their respective heirs, executors, administrators and assigns, forever, all and every interest of any kind or character which either may now have or may hereafter acquire in or to any real personal property of the other, whether now owned or hereafter acquired by either. By executing this Agreement, both parties waive any legal right he or she may have to be appointed administrator of the estate of the other. The release of marital rights by the other is founded on mutuality of consideration independent of the equitable division of property provided for in this Agreement.

Husband and Wife shall each have the right to dispose of his or her property by will, or otherwise, in such manner as each may in his or her uncontrolled discretion deem proper, and neither one will claim any interest in the estate of the other, except to enforce any obligation imposed by this Agreement.

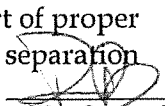
19. **Duty to Cooperate & Provide Further Assurances** - Each of the parties, from time to time, at the request of the other, shall execute, acknowledge and deliver to the other all further instruments/documents (and take such steps which may be reasonably required) necessary to give full force and effect to the provisions of this Agreement. If no time frame is provided, than such actions shall be taken within thirty (30) days from the effective date of this Agreement. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such manner, and with force and effect, as shall be necessary to effectuate the terms of this Agreement.

20. **Effective Date of Agreement** - Except as may otherwise be contained herein to the contrary, the effective date of this Agreement shall be the date it is fully executed by all parties to be charged hereunder.

21. **Binding Agreement** - The parties hereby agree to be bound by the terms and conditions of this Agreement. Nothing in this Agreement shall be construed as a relinquishment by either party of the right to prosecute or defend any suit for divorce in any court of proper jurisdiction. Should either of the parties obtain a decree, judgment or order of separation



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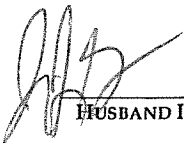
or divorce in any other state, county or jurisdiction, each of the parties to this Agreement hereby consents and agrees that this Agreement and all of its covenants shall not be affected in any way. Unless otherwise stated in this Agreement or disallowed by law, the provisions of this Agreement shall be binding on each party's heirs and assigns.

22. ***Incorporation of Agreement into Judgment*** - A suit for divorce has been filed in the Fulton County Superior Court. This Agreement shall be presented to the Court and incorporated by reference into a Final Judgment or decree of Divorce from such Court. Notwithstanding such incorporation, this Agreement shall survive and shall be enforceable independently of the Judgment or Decree.
23. ***Voluntary Execution*** - The parties acknowledge and represent that this Agreement is fair and reasonable under the circumstances and that it is not the result of any fraud, duress or undue influence exercised by either party or any third party upon either of them, and that each executes it voluntarily and of their own free will.

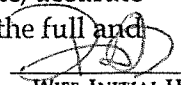
It is further specifically understood and agreed that the provisions of this Agreement relating to the equitable distribution of the parties' property are accepted by each party as a final settlement for all purposes whatsoever.

The parties further acknowledge and represent each has read this Agreement in its entirety and fully and completely understand each and every term and obligation in the Agreement.

24. ***Independent Legal Representation*** - Husband acknowledges he was represented by Patricia McKenzie, Esq. of Meriwether & Tharp LLC and that he is fully satisfied with the services and performance of his attorneys and that all questions he has have been answered fully and satisfactorily. Wife acknowledges that she was represented by Jeffrey Reeder, Esq. of the Reeder Law Firm.
25. ***Waiver of Further Discovery*** - The parties understand that they each have the right to obtain and take advantage of discovery tools available to litigants in a court proceeding including, but not necessarily limited to, interrogatories, depositions, requests to produce, an examination of the books and records of the other party, and the procurement of independent valuations of the assets possessed and/or controlled by the other, etc., prior to the execution of this Agreement. Each party expressly represents and agrees that he or she is sufficiently familiar with the income and assets of the other, related financial documents, and documents filed with the Court in this matter. The parties acknowledge that their respective attorneys have explained the advantages and disadvantages of waiving or utilizing the compulsory discovery process. The parties knowingly waive his or her right to further utilize the foregoing discovery tools for the purpose of settling their differences concerning the issues arising out of the marriage. EACH PARTY EXPRESSLY ACKNOWLEDGES THAT DISCOVERY IN THIS MATTER HAS NOT BEEN COMPLETED. The parties have disclosed to the other the full and complete nature and value of all of their presently constituted assets, liabilities and incomes for purposes of entering into this Agreement, which disclosures each covenants to be complete, accurate and true. The parties acknowledge and agree that each party has relied upon the full and



HUSBAND INITIAL HERE



WIFE INITIAL HERE

accurate disclose by the other with regard to the entire assets and estate of the parties and that such reliance constitutes consideration for entering into this Agreement.

26. **Right to Trial** - The parties acknowledge that each has been informed by their respective counsel of the right to have a court of competent jurisdiction determine all issues arising from the marriage and that if this was done, perhaps, a different result would have been obtained. Each party voluntarily and knowingly waives this right to trial, and accepts the terms of this Agreement as being final, complete and binding as to all said issues arising from the marriage.
27. **Strict Performance** - The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed to be a waiver or any subsequent default or breach of this Agreement.
28. **Remedies for Undisclosed Assets** - The parties agree that any property acquired after the effective date of this Agreement shall be his or her separate property. Notwithstanding anything herein to the contrary, in the event that it is determined after the execution of this Agreement, that either party ("the non-disclosing party") at the date of execution of this Agreement had additional assets, including but not limited to brokerage accounts, stock certificates, bond, cash, other securities or real property that were not disclosed in this Agreement, yet were titled in that party's sole name or were held in conjunction with any other person or persons, or were held in trust or were held as nominee for or on the behalf of the other party or held in any other manner at the date of Agreement, then the other party or his or her estate will be entitled to additional equitable distribution from the non-disclosing party or his or her estate. The payment to the other party will be quantified as fifty percent (50%) of the fair market value of each and every asset had the existence of the asset been disclosed in this Agreement. Such additional equitable distribution shall be paid within ten (10) days of giving notice to the non-disclosing party and documenting the evidence of such previously undisclosed assets to the non-disclosing party.
29. **Time is of the Essence**: Time is of the essence in regard to the obligations of the parties in this Agreement.
30. **Mutual Release** - Except as may be contained herein to the contrary, each party hereby releases and discharges, and by this Agreement does for himself or herself, and his or her legal heirs, representatives, executors, administrators, and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or in equity, in which either party ever had or now has against the other, except for any and all causes of action for dissolution of marriage and/or post-judgment enforcement applications to a court of competent jurisdiction.
31. **Entire Understanding** - This Agreement contains the entire understanding of the parties and supersedes any and all agreements previously made by them. There are no representations, warranties, covenants or undertakings other than those as expressly set forth herein. The parties represent and acknowledge that there have been no collusive agreements whatsoever made either orally or in writing, or any representations made by one party to the other with respect to the obtaining of a decree dissolving the parties.



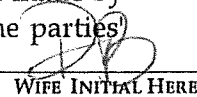
HUSBAND INITIAL HERE

MARITAL SETTLEMENT AGREEMENT

JOHN JOSEPH BURNS v. REBECCA ANN BURNS; Fulton County Superior Court; CAFN:

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WIFE INITIAL HERE

marriage, or with respect to restraining or inhibiting the other from contesting or litigating any pending or future matrimonial cause of action for divorce or compliance application incident to the enforcement of the terms of this Agreement.

32. *Modification or Waiver* - A modification or waiver of any of the provisions of this Agreement shall be effective when and only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.
33. *Situs* - This Agreement shall be governed in accordance with the laws of the State of Georgia, exclusive of conflicts of law principles. Additionally, the drafting of this Agreement by the attorney for either party shall have no bearing on the interpretation of same.
34. *Communication of Information* - As long as any provision contained herein remains unfulfilled, the parties agree to keep the other informed of his or her residence, email address, and telephone number or such other place as he or she may readily receive communications.
35. *Severability* - This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provisions of this Agreement, or the application thereof to any person, firm, company or other legal entity or circumstance shall, for any reason and to any extent, be invalid and unenforceable, the remainder of this Agreement and the application of said provision to other persons, firms, companies or other entities or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.



HUSBAND INITIAL HERE



WIFE INITIAL HERE

36. Parties' Signatures -

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year written next to their respective names. Signed, Sealed and Delivered in the Presence of:

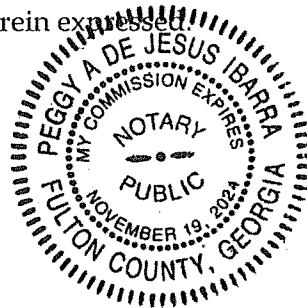
AS TO WIFE

Rebecca Burns DATED: 5/20/22

STATE OF GEORGIA
COUNTY OF Fulton

BE IT REMEMBERED that on this 20th day of May, 2022 before me, the subscriber, a Notary Public, personally appeared _____, who, I am satisfied, is the person named in the foregoing Agreement, to whom I first made known the content thereof, and thereupon she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, for the uses and purposes therein expressed.

Peggy A De Jesus Ibarra
Notary



AS TO HUSBAND

John Joseph Burns DATED: 6/9/22

STATE OF GEORGIA
COUNTY OF Gwinnett

BE IT REMEMBERED that on this 9th day of June, 2022 before me, the subscriber, a Notary Public, personally appeared John Joseph Burns, who, I am satisfied, is the person named in the foregoing Agreement, to whom I first made known the content thereof, and thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

Cheryl L Hardin
Notary



JB
HUSBAND INITIAL HERE

RB
WIFE INITIAL HERE