

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT,
IN AND FOR BROWARD COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

CASE NO.: FMCE 23-007287 (40)

KISHA NICHOLE DALY,

Petitioner/Wife,

and

CLAVEL DALY,

Respondent/Husband.

_____ /

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between, KISHA NICHOLE DALY, hereinafter referred to as “Wife” and CLAVEL DALY, hereinafter referred to as “Husband”. The Husband and the Wife are collectively referred to as “the parties.”

W I T N E S S E T H

WHEREAS, the parties were married to each other on May 10, 2003 and have been married to one another at all times after that date; and

WHEREAS, there is one (1) child born of this marriage, to-wit: **KHAI**, male, date of birth 10.8.08, who has special needs; and

WHEREAS, unhappy differences have arisen between the parties by reason whereof they have consented and agreed and do hereby consent and agree to live separate and apart from each other during their natural lives; and

WHEREAS, in consequence of the differences and disputes that have arisen between the parties, the Wife has filed a petition in the Circuit Court, in and for Broward

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County, Florida, Case No. FMCE 23-007287 (40) to dissolve the marriage of the parties, and to resolve, in all respects, all rights and obligations arising out of the marriage, including but not limited to equitable distribution of assets and liabilities, timesharing, parental responsibility for the child, support for the parties and the child, attorneys' fees, suit monies, professional fees, costs and all other claims, financial and otherwise, that either party may have against the other; and

WHEREAS, this Agreement is intended to be a full settlement of all matters now pending in that action, and all claims or rights of any kind existing between the parties; and

NOW THEREFORE, in consideration of the premises and the mutual covenants, promises, conditions, provision, undertakings, and releases herein contained and for other good and valuable considerations, the receipt and sufficiency of which is hereby mutually acknowledged, the parties have agreed and do hereby agree as follows:

ARTICLE I
RECITATIONS

The above recitals and representations are true and correct, are an integral part of this Agreement, and are incorporated herein by reference.

ARTICLE II
CONSIDERATION

The consideration for this Agreement is the mutual benefits to be obtained by the parties and the promises of each party to the other. The adequacy of the consideration for this Agreement is admitted by the parties and each intends to be legally bound by it.

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ARTICLE III
SEPARATION

The parties shall live separate and apart from each other for the remainder of their natural lives in all respects as if and as though their marriage had never existed, except as otherwise expressly provided in this Agreement. Neither party shall have the right to control the personal actions or conduct of the other party, nor to interfere with the other party's manner of life. The parties shall abstain from physically abusing, harassing, annoying or disturbing each other. Neither party shall interfere with the peace, comfort, life, business associates, business relationships, business or personal affairs of the other. Each party may conduct, carry on and engage in any employment, business, trade, activity, endeavor or profession, and carry on his or her personal affairs in such manner as he or she shall deem advisable for his or her sole or separate use and benefit, free from any control, restraint or interference, direct or indirect, by the other party, in all respects as if each were unmarried. The parties agree to and shall refrain from excessive phone calls, texts, emails, and other forms of communication.

ARTICLE IV
SHARED PARENTAL RESPONSIBILITY FOR THE MINOR CHILD

The parties shall have time sharing and parental responsibility in accordance with the Parenting Plan, attached hereto as **Exhibit "A"** and made a part hereof.

ARTICLE V
EQUITABLE DISTRIBUTION OF REAL AND PERSONAL PROPERTY

As equitable distribution of the marital assets, the parties agree as follows:

A. The parties own the real property located at 3633 NW 59th Street, Coconut Creek, Florida 33073, as tenants by the entireties, which is encumbered by a mortgage, which mortgage note is in the sole name of the Husband.

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Property described as follows:

Lot 46, Parkwood V, according to the map or plat thereof, as recorded in Plat Book 140,
Page(s) 6, or the Public Records of Broward County, Florida.

(Folio # 4842 08 04 0460)

The above-described real property shall hereinafter be referred to as “the marital home”. The parties agree that Husband shall remain in the home and shall have exclusive use of the home and same shall be his sole property, and responsibility, except as to the division of net equity and/or sale, as otherwise set forth herein. The Wife has already vacated the marital residence.

The parties agree that Husband shall pay Wife the sum of \$120,000.00 for her equity in the marital home, by no later than thirty (30) days after the signing of this agreement. Wife shall, upon complete payment, from Husband, as set forth herein, execute a Quit Claim deed, deeding her interest to the Husband. Husband shall be fully responsible for any and all costs associated with the property, including the recording of the deed.

If Husband is unable to pay the sum of \$120,000.00 as set forth herein, the parties agree that the home shall be immediately placed for sale, sold to a bona fide purchaser pursuant to an arm’s length transaction and the net proceeds shall be equally divided at the sale. The net proceeds are defined as gross sale proceeds less mortgage, credit lines, liens, encumbrances, taxes, brokers fees, closing costs, attorneys’ fees, and all other reasonable and customary costs of sale. The parties shall mutually agree upon the listing price, the listing agent, the agent’s commission(s), the agent’s fees, sale price and terms of sale. The parties shall follow the reasonable recommendations of the realtor as to the listing price, reduction in listing price, sale price, etc..

In the event of a sale as set forth herein, Husband shall be required to utilize his best efforts and act in good faith in connection with the sale, including but not limited to showing the property to prospective purchasers, keeping it in showable condition,

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permitting a lockbox, and returning phone calls to realtors timely. While the Husband has exclusive use and possession of the marital home, he shall make all repairs.

During the time that Husband has exclusive use and possession of the marital home, he shall be responsible for all household bills, including but not limited to, utilities (electric, water, etc.), mortgage payments, real estate taxes, lawn care, pest control, cable, home supplies, service contracts on appliances, without reimbursement or credit from the Wife.

The Husband shall be permitted to deduct one hundred percent (100%) of the mortgage interest and real estate taxes for the tax year 2023 and thereafter.

B. The following assets and/or interest in shall be distributed to the Wife as her sole and separate property, free from any claim of the Husband:

1. Wife's vehicle is a Lexus. The Husband shall execute any and all documents necessary to convey his interest in the Wife's automobile. He waives any and all rights, title and/or interest in said vehicle. Wife shall be solely liable for all expenses associated with her automobile including but not limited to monthly financing or lease payments, automobile insurance, maintenance, gas, etc., and shall indemnify the Husband and hold him harmless with respect to same. Additionally, the Wife shall indemnify the Husband and hold him harmless with respect to any and all claims arising out of the Wife's ownership, use, and operation of the automobile;

2. All bank accounts in Wife's name.
3. All jewelry in Wife's possession.
4. All personal clothing and items.
5. Any and all 401k funds in the name of the Wife.

C. The following assets and/or interest in, shall be distributed to the Husband as his sole and separate property, free from any claim of the Wife:

1. Husband's vehicle is a Lexus. There is no debt associated with this vehicle. The Wife shall execute any and all documents necessary to convey her interest

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in the Husband's automobile. Husband shall be solely liable for all expenses associated with his automobile including but not limited to monthly automobile insurance, maintenance, gas, etc., and shall indemnify the Wife and hold her harmless with respect to same. Additionally, the Husband shall indemnify the Wife and hold her harmless with respect to any and all claims arising out of the Husband's ownership, use, and operation of the automobile;

2. All bank accounts in his name.
3. All jewelry in the Husband's possession.
4. All personal clothing and items.
5. Any and all 401k funds in the name of the Husband, except as otherwise set forth herein.

D. The parties have already divided the furniture and furnishings of the marital home to their mutual satisfaction.

E. Any joint checking, savings or other accounts have already been closed.

F. All items of personal property, tangible, intangible, and mixed, have been divided by the parties, and each party shall have the exclusive ownership of their own personal property.

G. The child shall have the exclusive ownership of his own personal property.

H. Except as otherwise expressly provided in this Agreement, each party shall retain sole exclusive use, ownership, and rights to his or her respective individual retirement accounts, stock accounts, bank accounts, and financial accounts of any kind, which are currently in his or her own name. Except as otherwise provided herein, neither party shall have any claim and/or interest in the other's respective accounts.

I. Except as otherwise provided in this Agreement, all property transferred under this Agreement is subject to all existing encumbrances, agreements,

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and liens thereon. The transferee of the property agrees to indemnify and save harmless the other party from any claim or liability that such other party may suffer or may be required to pay on account of such encumbrances or liens.

J. The division of property made under this Agreement is a non-taxable division of marital property between the parties made pursuant to Section 1041 of the Internal Revenue Code, and not a taxable sale or exchange of property. Each party agrees not to take any position on his or her separate income tax returns for the current year or any subsequent years with respect to the basis of any asset or any other matter which is inconsistent with this understanding, and the provisions of Section 1041.

ARTICLE VI
EQUALIZATION PAYMENT

The parties agree that to equalize the equitable distribution of the marital estate, in addition to the other terms of this Agreement, Husband shall transfer the net of \$75,000.00 to Wife, via a transfer from his 401k. If a Qualified Domestic Relations Order is necessary to effectuate the terms herein, then same shall be prepared by Wife, within thirty (30) days of the signing of this Agreement, or as soon as possible thereafter.

ARTICLE VII
DEBTS AND LIABILITIES

A. Except as otherwise provided in this Agreement, the Wife shall be solely liable for the payment of any and all credit card accounts and other accounts of any kind in her name, and she shall indemnify the Husband and hold him harmless in connection therewith.

B. Except as otherwise provided in this Agreement, the Husband shall be solely liable for the payment of any and all credit card accounts and other accounts of any kind in his name, and he shall indemnify the Wife and hold her harmless in connection therewith.

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C. Except as otherwise provided in this Agreement, each party shall be fully and solely responsible for the payment of any and all outstanding debts and liabilities including, but not limited to credit card debts, that they have incurred in their own individual names. Each party shall indemnify and hold the other harmless from any liability in connection therewith.

D. Except as otherwise provided in this Agreement, each party shall be fully and solely responsible for the payments of their respective debts incurred after the making of this Agreement. Each party shall indemnify and hold the other harmless from any liability in connection therewith. Neither party shall incur any obligations in the future for which the other may become liable.

E. If any action or proceeding is initiated to hold a party responsible for an obligation incurred by the other party, the party who incurs the obligation shall defend the other and indemnify and hold the other harmless from any liability in connection therewith, whether or not the action of proceeding is well-founded.

RELIANCE ON DISCOVERY: Both parties have relied on the veracity of the disclosure provided, to date, by the other party in negotiating the terms of this Marital Settlement Agreement. They both waive any further discovery and affirmatively state that they are familiar with the marital estate.

ARTICLE VIII
ALIMONY

A. Except as herein set forth, neither the Husband nor the Wife will receive alimony or spousal support of any kind or description from the other. This waiver includes bridge the gap alimony, rehabilitative alimony, temporary alimony, lump sum alimony, nominal and/or a combination thereof. The term alimony will be deemed to be all inclusive. The Husband and the Wife, by entering unto this Agreement, have taken into consideration the provisions of the law as set forth in Chapter 61, Florida Statutes. However, it is expressly agreed that any future change in the law that may pertain to alimony or to any other matter as it relates to spousal support, will not be retroactively

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applied or otherwise impair this Agreement to prevent the intent and the purpose expressed herein from being fully enforced.

ARTICLE IX
HEALTH INSURANCE

The parties shall each be responsible for their own health insurance. Both parties shall contribute to the health insurance for the minor child, as further set forth below, and the contribution is calculated into the Child Support Guidelines Worksheet filed with the Court.

ARTICLE X
CHILD SUPPORT

The parties hereto acknowledge they each have an obligation to assist in the support of the minor child of this marriage. Pursuant to Florida Child Support Guidelines, the obligation is \$706.73 per month from Father to Mother.

- A. Father earns \$11,454.63 net monthly income .
- B. Mother earns \$4,961.83 net monthly income.

C. Using these figures, child support, pursuant to the guidelines, as set forth on the attached Exhibit B is \$706.73 per month, as to the minor child (70% Father and 30% Mother), which amount includes an amount of \$260.00 per month for health insurance, for the child, paid by Mother. Child support, to be direct deposited into an account set up by the Mother shall begin on October 1, 2023 and shall be due on the 1st day each month thereafter until the child emancipates as set forth below. Child Support Guideline Worksheet has been filed in this case.

Child support shall continue until the child emancipates as follows:

- (i) the death of the child;

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(ii) since the child has special needs, the parties agree to continue to support the child into his adulthood and to work together to obtain any services that may be available to assist in his care;

(iii) when the child marries; or

(iv) when the child otherwise becomes emancipated.

The parties shall maintain medical insurance coverage for the child. The Wife shall pay thirty percent (30%) and the Husband shall pay seventy percent (70%) of all deductibles, uncovered expenses, unreimbursed expenses, co-payments, and all other reasonable and necessary expenses in connection with the child's health, including, but not limited to those expenses relating to prescriptions, dental, optometric, orthodonture, ophthalmological, and mental health. The parties shall reimburse the other for any expenses paid by them within fifteen (15) days after receipt of the invoice or evidence of payment from the other party.

C. The Wife shall pay thirty percent (30%) and the Husband shall pay seventy percent (70%) of the cost of mutually agreed upon school expenses, field trips, summer camp, and extra-curricular activities for the child. A party's consent cannot be unreasonably withheld. Each party shall pay his or her respective share of the expense within fifteen (15) days after receipt of the invoice or evidence of payment from the other party.

D. The parties shall alternate years as to any tax benefits allowable by law for the minor child. Husband shall claim the child in all odd years and the Wife shall claim the child in all even years. In the event the Husband is not current in any child support obligation any reimbursement expense obligations, school related expense, etc., by December 31st of the applicable tax year, then the Husband shall not be entitled to claim the child for that tax year. Each party shall be required to execute IRS Form 8332, or any other form, as may be required in order to claim tax credits as set forth above.

E. In the event either party does not exercise their overnights assigned to them under the Parenting Plan in a calendar year, (not associated with business travel and not

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made up time), either party may apply for a modification of the child support retroactive to the date that the party first failed to exercise their timesharing under the Parenting Plan.

In the event that either party misses more than (10) overnights of timesharing due to traveling for business purposes, then that parent shall be entitled to makeup timesharing for those days missed, after ten (10) overnights are missed.

ARTICLE XI
LIFE INSURANCE

A. Both parties shall maintain life insurance policies during the child's minority, naming the child's guardian as the beneficiary, in trust. The face value amount should be not less than \$250,000.00. Neither party shall borrow against or take any action against their life insurance policy that may have an effect of reducing the death benefit provided for under this article.

ARTICLE XII
GENERAL AND MUTUAL RELEASE

Except as to the obligations and responsibilities imposed upon the parties by this Agreement, each party is irrevocably released and discharged and by this Agreement does for herself and himself and for his or her heirs, legal representatives, executors, administrators, and assigns, irrevocably release and discharge the other of and from all causes of action, claims, rights, or demands whatsoever, in law or in equity, whether known or unknown, including, but not limited to all tort claims, which either of the parties has had or now has against the other, from the beginning of the world to date and the day of these presents, except any and all causes of action for dissolution of marriage and/or to modify the alimony, child support, timesharing, and parental responsibility provisions of this Agreement, pursuant to the applicable laws of the state of Florida. Each party waives, releases, and relinquishes all rights that he or she may now have or may hereafter acquire s the other party's spouse under the present or future laws of any jurisdiction:

A. To elect to take against ay will or codicil of the other party. This shall not apply to any wills or codicils executed after the effective date of this Agreement.

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B. To share in the other party's estate and to exercise any right of elective share he or she may have or hereafter acquire in the other party's estate;

C. To act as personal representative of the other party's estate except only as provided by a will or codicil executed after the date of this Agreement.

Nothing contained herein shall in any way constitute a waiver of the right of either party to full and complete performance of the terms of this Agreement by the other.

ARTICLE XIII
WARRANTIES OF WIFE AND INDEMNITY OF HUSBAND

The Wife warrants that:

A. She will not hereafter contract any debt, charge or liability whatsoever, for which the Husband, his legal representatives, heirs, assigns, property or estate shall or may become liable, and

B. She will save the Husband harmless against any debt, charge or liability hereafter contracted by her.

ARTICLE XIV
WARRANTIES OF HUSBAND AND INDEMNITY OF WIFE

The Husband warrants that:

A. He will not hereafter contract any debt, charge or liability whatsoever, for which the Wife, her legal representatives, heirs, assigns, property or estate shall or may become liable, and

B. He will save the Wife harmless against any debt, charge or liability hereafter contracted by him.

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ARTICLE XV
INCOME TAX RETURNS

A. The parties agree to report all payments and transactions required by this Agreement on their separate tax returns in accordance with the tax intent expressed in this Agreement; to provide each other with such information reasonably required by the other party in connection with the preparation of his or her federal and state income tax returns; and to execute and deliver to the other party such documents as may be required to implement the tax intent expressed in this Agreement. This provision shall not be construed as requiring the parties to exchange their tax returns.

B. The parties shall file separate U.S. Individual Income Tax Returns for the tax year 2023 and each year thereafter.

C. If there is any tax deficiency assessment, including interest, and penalties in connection with any jointly filed return, then the party that caused the assessment as a result of a misstatement or understatement shall be liable for such deficiency and shall indemnify the other and hold the other harmless with respect to same.

ARTICLE XVI
REPRESENTATIONS

The parties represent to the other:

A. Each has been advised that they have had the opportunity to seek independent legal counsel of his or her selection in connection with the negotiation and preparation of this Agreement and in connection with all matters pertaining to the pending dissolution of marriage action, and that each has obtained separate legal counsel and advice before executing this Agreement. The Wife has been represented by Deborah Bianchi Tracht, Esq. and the Husband is not represented and has had the opportunity to present this matter to an attorney or has waived the right to do so.

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B. Each party has made full and complete financial disclosure to the other of his or her income, expenses, assets, and liabilities. Each party states that those representations are accurate with reference to his or her financial condition. Both parties have instructed their attorney's, after being fully informed of consequences and ramifications, to waive their respective rights to engage in additional discovery.

C. Each party understands and agrees that this Agreement constitutes the entire contract of the parties. The parties acknowledge that there are no representations, warranties, covenants, promises or undertakings, other than those expressly set forth herein. This Agreement supersedes any prior understandings or Agreements between the parties concerning the subjects covered in this Agreement.

D. Each party has been informed of laws of the State of Florida with respect to the power of the courts, under certain conditions, to modify the terms of this Agreement.

XVII
AGREEMENT IN EVIDENCE

It is agreed that in the event of a final proceeding for dissolution of marriage, the parties shall enter this Agreement into evidence and shall request that the court approve this Agreement and incorporate it into the final judgment of dissolution of marriage and be made a part thereof. However, notwithstanding incorporation in a final judgment dissolving the marriage, and be forever, binding and conclusive on the parties. The parties further agree that the court shall retain jurisdiction over the subject matter and the parties for the purpose of enforcing the terms and conditions of the final judgment of dissolution of marriage and this Agreement as well as to make all orders and judgments which may be in the interest of justice.

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XVIII
APPLICABLE LAW

The laws of the State of Florida shall be the operative and binding laws for purposes of construction, interpretation, and enforcement of this Agreement and this agreement shall be governed and construed in all respects by and in accordance with the laws of the State of Florida.

XIX
PARTIAL INVALIDITY

If any provision, or part thereof, of this Agreement is held or declared to be invalid, void and/or unenforceable by and court of competent jurisdiction, such invalidity or illegality shall not affect in any way any other provision of this Agreement or parts thereof, all of which shall nevertheless continue in full force and effect and remain valid and enforceable according to their terms.

ARTICLE XX
MODIFICATION AND WAIVER

The modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement, or by order of the court if permitted under the law of the State of Florida, and by no other means. 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. Each party waives any right to claim that this Agreement was modified, cancelled, superseded, abandoned, or changed by an oral agreement, course of conduct, or estoppel.

ARTICLE XXI
SURVIVAL AND ENFORCEMENT OF INDEMNIFICATION

It is the express intent that all indemnification obligations contained in this Agreement shall survive any bankruptcy proceedings, voluntary or involuntary, whether resulting in discharge or settlement by approval plan, and shall not be capable of discharge in bankruptcy.

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ARTICLE XXII
ADDITIONAL INSTRUMENTS AND FURTHER ASSURANCES

The Husband and Wife shall, upon execution of this Agreement and from time to time at the request of the other, or at the request of his or her legal representatives, promptly make, execute, acknowledge, and deliver to the other party, any and all instruments that may be reasonably required or desirable for the purpose of giving full force and effect to the provisions of this Agreement, without charge therefore. Unless a time is specified in which papers must be executed and delivered to give full force and effect to this Agreement, the party required to execute the instrument shall do so within five (5) days of the date of a written request from the other party.

XXIII
RECONCILIATION

The parties recognize the possibility of a reconciliation. It is their intent that a reconciliation, temporary or permanent, or a further separation after any reconciliation, shall in no way abrogate or affect the provisions of this Agreement.

XXIV
ATTORNEY'S FEES

A. Each party shall be responsible for their own attorney's fees and costs in this matter. .

ARTICLE XXV
PREVAILING PARTY ATTORNEY'S FEES

A. If either party seeks court intervention for the purpose of enforcing any part of this Agreement, or as a result of a party's default or breach of any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, costs, and suit monies, whether same be incurred in the trial court, post-judgment proceedings, mediation, or in any appellate court.

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- B. If either party seeks to vacate or set aside this Agreement or in any way contests the validity of this Agreement or any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, costs and suit monies, whether same be incurred in a trial court, post-judgment proceedings, mediation, or in any appellate court.

ARTICLE XXVI
INTERPRETATION

The article headings of this Agreement are for the convenience of reference only and shall not affect the construction and/or interpretation of this Agreement or any provisions hereof.

ARTICLE XXVII
EFFECTIVE DATE

The effective date of this Agreement shall be the later of the dates upon which it is signed by both parties hereto, or if it is signed on the same date, then on the date signed by them.

ARTICLE XXVIII
LEGAL INTERPRETATION

Both parties assume joint responsibility for the form and composition of each paragraph of this Agreement. Both parties agree that this Agreement shall be interpreted as though each of the parties participated equally in the composition of each and every part. This Agreement is meant to be interpreted fairly and simply and not strictly for or against one of the parties.

ARTICLE XXIX
VOLUNTARY EXECUTION

Both parties state that he or she has freely and voluntarily entered into this Agreement. This Agreement was signed free of any duress, coercion, collusion, or undue

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influences. In some instances, it represents a compromise of disputed issues. Both parties believe the terms and conditions to be fair and reasonable.

ARTICLE XXX
BINDING EFFECT

Except as otherwise provided in this Agreement, all provisions of this Agreement shall be binding upon the heirs, next-of-kin, guardians, natural and/or legal, executors, administrators, legatees, devisees, assignees, successors in interest, and personal representatives of the parties hereto. In the event of the death of either of the parties to this Agreement while this Agreement is in force and effect, the estate of the deceased party shall be obligated and responsible for the performance of the obligations and conditions of this Agreement, unless the deceased party's obligation expressly ceases upon his or her death.

ARTICLE XXXI
NOT AN AGREEMENT FOR DIVORCE OR DISSOLUTION

This Agreement is not to be construed or interpreted as an agreement for divorce or a dissolution of the parties' marriage, but it is for the specific purpose of determining and settling the rights and obligations of the parties arising out of the marriage, and this Agreement shall remain binding by and between the parties and shall be enforceable by either of them against the other as the parties' settlement of their property rights and other obligations arising out of their marriage, whether or not their marriage is dissolved.

ARTICLE XXXII
CHANGE IN THE LAW

The parties acknowledge that their attorneys have not guaranteed that Florida law will not change. The parties further acknowledge that their attorneys have advised them that there is a possibility that Florida law may change either through a change by delusional law or by the legislature. Although the attorneys may have discussed a possibility of a change in the law, the parties acknowledge that their attorneys have no duty to predict accurately a change in the law. Additionally, the parties acknowledge that

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a change in the law may materially affect the rights and obligations reflected in this Agreement.

ARTICLE XXXIII
DISSOLUTION OF MARRIAGE


The parties shall be bound by the terms and provisions of this Agreement as of the date of execution of this Agreement, and this Agreement shall be enforceable under any and all circumstances. Either party may seek to have this Agreement approved by the Court prior to the entry of the Final Judgment of Dissolution of Marriage.


ARTICLE XXXIV
CONFIDENTIALITY

The parties agree to keep the terms and conditions of this Agreement confidential except that the parties may disclose the necessary terms of this Agreement to third parties such as employers, lenders, credit card companies, credit agencies, car dealerships, credit unions, banks for the purpose of securing a loan, credit, scholarship(s), financial aid, or grants for the children. The parties may also disclose the necessary terms of this Agreement for financial planning purposes, and legal proceedings, or preparation or filing of Federal Income Taxes.

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

Signed, sealed and delivered
in the presence of:


Kisha Daly (Sep 29, 2023 10:18 EDT)
KISHA NICHOLE DALY


Clavel Daly (Sep 29, 2023 15:19 EDT)
CLAVEL DALY

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MSA with children and property

Final Audit Report

2023-09-29

Created:	2023-09-28
By:	Deborah Tracht (sam@dbtracht.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAkVR-Bh8C1-JuHLq4Kut5lfzv4Goi5BKs

"MSA with children and property" History

-  Document created by Deborah Tracht (sam@dbtracht.com)
2023-09-28 - 9:54:45 PM GMT- IP address: 73.84.47.143
-  Document emailed to kishanichole@icloud.com for signature
2023-09-28 - 10:17:03 PM GMT
-  Email sent to Deborah Tracht (sam@dbtracht.com) bounced and could not be delivered
2023-09-28 - 10:17:05 PM GMT
-  Email viewed by kishanichole@icloud.com
2023-09-29 - 2:19:01 AM GMT- IP address: 104.28.57.243
-  Signer kishanichole@icloud.com entered name at signing as Kisha Daly
2023-09-29 - 2:18:15 PM GMT- IP address: 166.199.116.28
-  Document e-signed by Kisha Daly (kishanichole@icloud.com)
Signature Date: 2023-09-29 - 2:18:17 PM GMT - Time Source: server- IP address: 166.199.116.28
-  Document emailed to cw.daly@me.com for signature
2023-09-29 - 2:18:18 PM GMT
-  Email sent to Deborah Tracht (sam@dbtracht.com) bounced and could not be delivered
2023-09-29 - 2:18:35 PM GMT
-  Email viewed by cw.daly@me.com
2023-09-29 - 7:15:07 PM GMT- IP address: 172.226.12.83
-  Signer cw.daly@me.com entered name at signing as Clavel Daly
2023-09-29 - 7:19:49 PM GMT- IP address: 107.123.37.6
-  Document e-signed by Clavel Daly (cw.daly@me.com)
Signature Date: 2023-09-29 - 7:19:51 PM GMT - Time Source: server- IP address: 107.123.37.6

✔ Agreement completed.

2023-09-29 - 7:19:51 PM GMT