

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

*IN RE: The Marriage Of:*

**NICOLE CATHERINE BRUNNEMER,**  
*Petitioner/Wife,*

v.

CASE NO.: FMCE-22-005714

**MIKAL BRUNNEMER,**  
*Respondent/Husband.*

\_\_\_\_\_ /

**MARITAL SETTLEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of June 2023, by and between **MIKAL BRUNNEMER**, (hereinafter "the Husband"), a resident of Broward County, Florida, and **NICOLE CATHERINE BRUNNEMER**, (hereinafter "the Wife"), a resident of Broward County, Florida.

**WITNESSETH**

**WHEREAS**, the parties were married to each other on July 31, 2004, in Broward County, Florida;

**WHEREAS**, there are no minor children and no other issue are anticipated or contemplated;

**WHEREAS**, the parties desire to settle and adjust forever all rights of support and maintenance, property, and other rights, claims or demands arising out of their marital relationship, and for the distribution of the marital and non-marital properties;

**WHEREAS**, in consequence of disputes and irreconcilable differences, an action for the dissolution of the parties' marriage is going to be filed in conjunction with this agreement;

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WHEREAS, the parties hereto are desirous of entering into an agreement under which they may live separate and apart under which all of their rights, duties and obligations with regard to each other are set forth;

WHEREAS, the parties concur that they have thoroughly explored their respective financial positions as they presently exist and are contemplated to be in the foreseeable future, all of the marital conduct in their marriage, and all of the elements in determining temporary, rehabilitative, permanent periodic alimony, lump sum alimony, special equity, real and personal property distribution, equitable distribution, any and all other personal financial obligations; and in view of the parties' present intention to continue to live apart for the rest of their natural lives, they have determined that it is in their own best interest to settle all of the questions relating to temporary, rehabilitative, permanent periodic alimony, lump sum alimony, special equity, real or personal property distribution, equitable distribution, and any and all other personal financial obligations that might come into existence between them by execution of this Agreement as opposed to and in lieu of a protracted and contested court proceeding with respect thereto; and,

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars, and other good and valuable consideration, each to the other in hand paid, receipt of which is hereby acknowledged, and in further consideration of the mutual promises and covenants herein contained, the parties hereto mutually agree as follows:

1. INCORPORATION OF PREAMBLE CLAUSES: The parties hereto hereby agree that all of the preamble clauses hereinabove set forth in this Agreement are hereby incorporated by reference into and are to be considered as part of this Agreement and all of the parties are entering into same with the full knowledge of the foregoing facts and agreements as to the truth and correctness thereof.

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2. **SEPARATION:** The parties may and shall at all times hereinafter live and continue to live separate and apart. Each shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were sole and unmarried. Each may, for his or her separate use and benefit, conduct, carry on and engage in any business, profession or employment which to him or her may seem advisable.

3. **NON-INTERFERENCE:** The parties shall not harass, molest or interfere with each other in either parties' home, workplace, or any other place, nor shall either of them compel or attempt to compel the other to cohabit or dwell with him or her by any means whatsoever. Additionally, neither party shall in any way interfere with the other party's private affairs or social relationships in any manner whatsoever.

4. **ACKNOWLEDGMENT OF LEGAL REPRESENTATION BY WIFE:**

The Wife acknowledges that she has been represented by counsel of her own selection in the negotiation of this Marital Settlement Agreement. The Wife has been represented by Steven M. Swickle, Esq. The Wife has discussed each provision of this Agreement with her counsel and has had the opportunity to ask questions of her attorney with regard to same.

Further, the Wife acknowledges that her attorney is not an insurer of the terms and conditions of the Agreement; is not an insurer that her Husband will comply with the provisions of the Agreement; and has not insured or guaranteed that Florida law will not change. The Wife's attorney has advised him that there is a possibility that Florida law may change either through a change by decisional law or by the legislature. Although the Wife's lawyer may have discussed the possibility of a change in the law, she acknowledges that her lawyer has no duty to predict accurately a change in the law. Additionally, the Wife acknowledges that if the law changes, the change in the law may materially affect her rights and obligations reflected in this

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Agreement. Lastly, the Wife acknowledges that she has not requested nor has obligated her attorney to be aware of questions certified by the District Courts of Appeal to the Florida Supreme Court and has specifically asked her attorney not to research those issues so as to save a substantial amount of attorneys' fees.

5. **ACKNOWLEDGMENT OF LEGAL REPRESENTATION BY HUSBAND:**

The Husband acknowledges that he has been represented by counsel of his own selection in the negotiation of this Marital Settlement Agreement. The Husband has been represented by Linda M. Jaffe, Esq. The Husband has discussed each provision of this Agreement with his counsel and has had the opportunity to ask questions of his attorney with regard to same.

Further, the Husband acknowledges that his attorney is not an insurer of the terms and conditions of the Agreement; is not an insurer that his Wife will comply with the provisions of the Agreement; and has not insured or guaranteed that Florida law will not change. The Husband's attorney has advised him that there is a possibility that Florida law may change either through a change by decisional law or by the legislature. Although the Husband's lawyer may have discussed the possibility of a change in the law, he acknowledges that his lawyer has no duty to predict accurately a change in the law. Additionally, the Husband acknowledges that if the law changes, the change in the law may materially affect his rights and obligations reflected in this Agreement. Lastly, the Husband acknowledges that he has not requested nor has obligated her attorney to be aware of questions certified by the District Courts of Appeal to the Florida Supreme Court and has specifically asked his attorney not to research those issues so as to save a substantial amount of attorneys' fees.

6. **TAX ADVICE:** The Husband and the Wife agree that they have had the opportunity to retain their own certified public accountant, accountant or tax attorney or tax

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advisor with reference to the tax implications of this Agreement. That the parties acknowledge that they have not relied upon the tax advice that may or may not have been given by their respective attorneys. All parties acknowledge that they have been advised to seek their own independent tax advice by retaining a certified public accountant, accountant, tax attorney, or tax advisor with reference to the tax implications involved in this Agreement. The signature of the Husband and Wife to this Agreement acknowledges that they have read this particular paragraph and have had the opportunity to seek independent tax advice.

7. **KNOWLEDGE OF PARTIES:** The parties acknowledge that they have read the Agreement. The parties further acknowledge that this Agreement was executed and agreed to with the full understanding of its purpose and meaning; and the execution of this Agreement is the free and voluntary act of each of the parties hereto. This Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, each party believing the terms to be fair, just, and reasonable.

8. **DISCLOSURE BY WIFE:** The Wife represents that she is familiar with the finances, assets, income, liabilities, and expenses of the Husband and waives any further disclosure.

9. **DISCLOSURE BY HUSBAND:** The Husband represents that he is familiar with the finances, assets, income, liabilities, and expenses of the Wife and waives any further disclosure.

10. **CAPACITY:** Each party acknowledges that they have the mental capacity necessary to enter into this Agreement. This Agreement is being entered into freely and voluntarily without any duress or coercion whatsoever. Each party acknowledges that they have read and understand each provision of this Agreement.

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11. **AUTHORSHIP:** In the event that it becomes necessary for any reason to construe this Agreement as permitted by the rules of evidence of the State of Florida, this Agreement will be construed as being jointly prepared and written by all parties hereto. All of the parties hereto agree that the terms and conditions contained herein have been negotiated, renegotiated, and considered several times by the parties. The fact that one lawyer or the other prepared the actual final draft of this Agreement shall not be construed as having any ambiguity contained in the Agreement read against that lawyer's client.

12. **ALIMONY:** The Husband shall pay to the Wife the sum of \$2200 per month, beginning July 1, 2023 through Income Deduction Order, in nonmodifiable spousal support, until which time as the Wife begins to receive her 50% share of the Husband's monthly pension check. At which time as the Wife, receives payment for her share of the Husband's pension fund with the City of Dania Beach Police and Firefighter Retirement System, the Husband shall have no further obligation to pay spousal support to the Wife. This provision is nonmodifiable and non extendable. Except as set forth above, the Parties waive any entitlement to spousal support, in any form now and in the future. The Husband does not owe any retro spousal support.

13. **MEDICAL INSURANCE:** Each party shall be solely responsible for securing and maintaining their own health and/or medical/hospitalization insurance as of the date of the execution of this Agreement and neither party shall bear responsibility for the other party's premium, deductible, unreimbursed medical and/or dental expenses, or any other medical expense of the other party from the date of execution of this Agreement and for the rest of time.

14. **EQUITABLE DISTRIBUTION:** In order to achieve equitable distribution as premised on the disclosure of assets and liabilities and other information provided and utilized,

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the parties have agreed to the division of their assets and liabilities, as set forth below. Pursuant to the agreement of the parties, the Parties shall divide their personal property as follows:

*Marital home:* The parties agree that the Wife shall receive sole title to the marital residence which is located at 235 SW 87<sup>th</sup> Terrace, Plantation, Florida 33324. The Wife shall pay the Husband the sum of \$90,000.00 for his share of the equity in the marital residence as follows: The Wife will pay to the Husband the sum of \$30,000.00, within 5 days of the entry of the Final Judgment and shall pay the sum of \$45,000.00 to the Husband on or before August 30, 2023. The remaining \$15,000.00 shall be paid within five (5) years of the Final Judgment.

Upon receipt of the \$45,000.00 due to the Husband, the Husband shall execute a Quit Claim Deed, transferring his interest in the marital residence to the Wife. The Wife shall be solely obligated to maintain the mortgage, loans, taxes, insurance and other costs associated with the house, beginning June 1, 2023. Any monies that the Wife borrowed, in conjunction with the payment of any mortgages or costs associated with the marital residence, prior to June 1, 2023, shall be the sole financial responsibility of the Wife. This agreement contemplates a reduction, in the Husband's equitable interest, in the marital residence, to provide credits to the Wife intended to reimburse any loans that she incurred, during the course of these proceedings, for the payment of the mortgage and any other costs related to the home. Upon the signing of this agreement, the Wife agrees that the Husband does not owe her any further monies towards any of the costs incurred on the home prior to June 1, 2023.

The Wife shall be obligated to refinance the marital residence within five years of the entry of this agreement. In the event the Wife is unable to refinance the property, the Marital residence shall be placed up for sale according to the terms set forth below. The Parties recognize that the Husband is named on the mortgage and as such, in the event that the Wife

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defaults on the payments of any of the mortgage payments or pays said payments untimely, within 5 days of the date they are due, his credit will be negatively impacted. In the event that the Wife fails to timely pay all mortgage payments, taxes and insurance, on the marital residence, pending the refinance of the residence, the Wife shall immediately place the property up for sale, according to the terms set forth below.

In the event, the Wife fails to comply with the above stated payments to the Husband or fails to place the marital residence up for sale, and in the event of her failure to pay said monies, the Husband reserves the right to request from the Court a finding of Contempt and the Husband shall be permitted to force the sale of the property and to unilaterally select the realtor and the sale price of the home, which will be consistent with the appraised value of the property and shall be the individual that is in charge of ensuring that the property is sold and communicating with the realtors and other individuals involved in effectuating the sale of the property. Upon the sale, the Wife shall be entitled to retain the net proceeds, after payment to the Husband of the \$15,000.00 due and owing to him along with statutory interest.

In the event the Wife is unable to pay to the Husband the final payment of \$15,000.00 due and owing to him as and for his equitable distribution of the Marital Residence, the Wife shall immediately, meaning within 30 days of the default or failure to comply with the terms in this agreement, place the marital residence up for sale, with an agreed upon realtor at an agreed-upon price and the marital residence shall be sold. At the time of the closing, on the sale of the marital residence, the Husband shall be paid the \$15,000.00, due to him and any accumulated statutory interest, on the outstanding monies due. Thereafter, the Wife shall be entitled to retain the remaining net proceeds, from the sale of the residence. The Wife shall not be permitted to

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obtain any loans or equity lines, which would otherwise lien the property, until which time as she has fully satisfied her financial obligations to the Husband as set forth herein.

Vehicles: The parties agree that they shall retain as their sole property their vehicles listed in their names.

Parties Accounts. Any and all bank accounts/checking and/or savings accounts and money market accounts that stand in the name of either the Husband or Wife as of the date of the execution of this Agreement shall remain the respective parties' individual property and the other party waives any claim or interest in same.

Retirement Accounts: Both Parties have retirement accounts, which require equitable distribution. The Husband has a retirement and pension account with the City of Dania Beach Police and Firefighter Retirement System. The Parties agree that at this time, the Husband is participating in the DROP with the City of Dania Beach Police and Firefighter Retirement System, for the purpose of repaying the cost of a buyout of retro years associated, with his pension. Once these monies are paid in full, the Husband has elected to not participate further in the DROP program and will apply for immediate payment of his pension monies, on a monthly basis. The parties shall divide equally the entire City of Dania Beach Police and Firefighter Retirement System account listed herein together with any appreciation or depreciation through the date of the QDRO and shall equally pay to Matt Lundy any fees necessary to accomplish the transfer by QDRO. Exhibit B consisting of six pages, attached hereto is fully incorporated into this agreement as part of this Article. Exhibit B contains any and all language necessary pertaining to the QDRO.

Additionally, the Wife shall be named the beneficiary of the Husband's City of Dania Beach Police and Firefighter Retirement System pension account, for the continued payment of

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her half of the pension, for the time permissible, by the pension plan. The Husband may list a second beneficiary for his half of the pension monies. In the event that the Wife remarries, the Wife shall no longer be listed as the beneficiary.

The Parties recognize that the Wife has a 401K. The parties agree that the Wife shall retain her 401K and the Husband waives any interest he may have therein. The Husband has a Retirement fund and Pensions that is not yet vested. The Husband shall retain any retirement funds or pensions with the Broward Sheriff's Department, including any DROP he may elect at a future date and the Wife waives any interest in said funds or any other retirement funds or pensions that the Husband acquires, in the future or has already acquired with the Broward Sheriff's Office.

Personal property. The parties agree that they shall retain as their sole property all personal property in their possession at the time of the execution of this agreement. The Husband shall be entitled to provide the Wife with a list of personal property that he would like to retrieve from the marital residence. In the event the Parties are unable to agree upon the distribution of the contents of the marital residence, they shall attend mediation for said purpose.

Liabilities. The Parties shall retain all debt in their respective names and shall hold the other harmless from any liability, associated with their debt.

15. INCOME TAX: Commencing with the 2023 tax year and each year thereafter, the parties shall file separate income tax returns and each party shall be solely responsible for his or her respective taxes and/or tax liability and each shall be entitled to any and all refunds which may result from the filing of said income tax return.

Each party agrees to indemnify and hold the other harmless of all tax levies, assessments, fines and expenses, including but not limited to attorney's fees and costs, arising as a result of his

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or her income or a disallowance of his or her deductions pertaining to any joint tax return filed by the parties.

16. **DEFAULT.** In the event that either party hereto defaults in her or his obligations hereunder, then in such event, the party in default shall be liable to the non-defaulting party for all reasonable expenses incurred in curing the same, including attorney's fees, both at the trial court level and all appellate court levels in the enforcement of obligations created by this Agreement.

17. **EFFECT OF RECONCILIATION:** This Agreement will remain in full force and effect even if the parties affect a reconciliation, cohabit as Husband and Wife or attempt to reconcile.

18. **MODIFICATION:** A modification of any of the provisions of this Agreement shall be ineffective unless made in writing and executed with the same formalities as this Agreement, or unless ordered by a court of competent jurisdiction.

19. **EXECUTION OF NECESSARY DOCUMENTS:** Each party shall, upon the request of the other, execute, acknowledge and deliver any and all papers or documents or other instruments of release or conveyance, as may be necessary to enable the other party to effectuate the foregoing distribution of property and other provisions of this Marital Settlement Agreement.

20. **INCORPORATION INTO FINAL JUDGMENT/SURVIVAL OF AGREEMENT:** This Marital Settlement Agreement or an executed copy thereof may be offered into evidence in the pending dissolution of marriage action between the parties as the full and final Marital Settlement Agreement of the parties respecting property settlement, alimony, maintenance and any and all other questions, rights, obligations, benefits and privileges of the parties. The Court shall be requested to approve this Agreement, and, if approved, this Marital

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Settlement Agreement shall be incorporated into and made part of any Final Judgment of Dissolution of Marriage. However, even if incorporated in the Final Judgment, this Agreement shall not be merged in it but shall survive the Final Judgment and be binding on the parties for all time.

21. OUTSTANDING LIABILITIES AND/OR DEBTS; CHARGE ACCOUNTS; CREDIT ACCOUNTS, RELEASE, AND INDEMNIFICATION:

(a) All existing charge accounts and credit cards in the names of MIKAL BRUNNEMER and NICOLE CATHERINE BRUNNEMER jointly under which any credit may have been extended for purchases, shall be terminated as of the date of the execution of this Agreement. Neither party shall charge against the credit of the other and all credit cards held by either party on the other party's account shall be forthwith destroyed or surrendered to the respective party.

(b) The Wife shall be responsible for all outstanding liability and/or debt related to any and all charge and/or credit cards in her name and any and all charge/credit card debt not otherwise enumerated herein and shall indemnify and hold the Husband harmless with regard to same. The Husband shall be responsible for all outstanding liability and/or debt related to any and all charge and/or credit cards in his name and any and all charge/credit card debt not otherwise enumerated herein and shall indemnify and hold the Wife harmless with regard to same.

(c) Except for the debts and obligations created and disclosed in this Marital Settlement Agreement, each party agrees to pay and to hold the other party harmless from any and all debts and obligations incurred by him or her before or after the signing of this Marital Settlement Agreement. If any claim, action, or proceeding is later brought, seeking to hold the

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other party liable on account of such debts and obligations, the offending party will at his or her sole expense defend the other party against any such claim, action or proceeding, whether or not well-founded, and indemnify the other party against any loss resulting thereon including, but not limited to, attorney's fees, suit monies, and costs.

(d) The parties further agree and by these presents they do hereby release each other from all claims, demands, causes of action and debts from date of marriage to the date of the execution of this Agreement, and also agree individually to pay any expenses or charges now existing which each has incurred for his or her own use and benefit, except as herein provided to the contrary.

(e) In the event it is necessary for either party to enforce this indemnification, prohibition, or payments, the prevailing party shall be entitled to all costs and attorney's fees incurred in connection therewith. Both parties agree that if it becomes necessary to enforce any of these provisions that the enforcement proceedings are quite important as the disobedient party has detrimentally impaired the credit of the other; therefore, the attorney's fees shall be awarded not only as to the amount of work expended, but as sanctions to punish the disobedient party. The parties agree that additional fees shall be awarded as a sanction even though the amount involved in enforcement may be small the impairment of the credit detrimentally effects one's right to credit for a substantial period of time and affects one's ability to obtain credit in the future.

(f) It is the express intent of the parties that this indemnification obligation shall not be capable of discharge in bankruptcy and shall survive any bankruptcy proceedings, voluntary or involuntary, whether resulting in discharge or settlement by approved plan; however, if any court of competent jurisdiction decrees that any of the obligations in this

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agreement are dischargeable in bankruptcy, then those obligations that are actually discharged in bankruptcy shall be declared periodic alimony owed by one spouse to the other and enforceable by contempt and modifiable under Florida Statute 61.14.

(g) The Husband and Wife shall be responsible for their own attorney's fees and costs relative to the dissolution of marriage action, as well as the preparation, negotiation and execution of this Marital Settlement Agreement.

22. **CLAIMS AGAINST ESTATES:** Except as set forth in this Agreement, each party may dispose of his or her property, or property which he or she, respectively, may hereinafter acquire, in any manner that he or she may deem fit, and each party hereby waives and relinquishes any and all rights that he or she may now have, or hereafter acquire, under the present or future laws of any jurisdiction, to share in the property or estate of the other, including, without limitation, dower, curtesy, statutory allowance, widow's allowance, homestead, right to take by intestacy as a pretermitted spouse or otherwise, right to elect against the Will of the other, as well as the right to act as administrator, executor or personal representative of the other's estate and each party will, at the request of the other, execute, acknowledge and deliver any and all instruments which may be necessary or required to carry out his mutual waiver and relinquishment of any and all such interests, rights and claims.

23. **ENTIRE AGREEMENT:** Each of the parties understands and agrees that this Marital Settlement Agreement constitutes the entire contract of the parties. This Agreement supersedes any prior understandings or agreements between the parties upon the subjects covered in this Agreement. There are no representations or warranties between the parties other than that which is set forth herein.

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24. **HEADINGS:** Any headings preceding the text of the paragraphs and subparagraphs contained in this Agreement are inserted solely for convenience and reference and shall not constitute part of this Agreement nor shall they affect its meaning or construction.

25. **INTERPRETATION:** It is the intention and desire of the parties that this Marital Settlement Agreement shall be interpreted in accordance with and governed by the laws of the State of Florida.

26. **NO WAIVER:** The fact that either of the parties shall fail to insist upon strict performance of any of the terms, conditions or promises herein contained shall not be deemed a waiver of any subsequent breach or default of the terms, conditions and/or promises herein contained.

27. **PARTIAL INVALIDITY:** In the event any clause or portion of this Agreement shall be held invalid by any court, it is understood and agreed that such invalid clause or portion hereof shall have no effect upon the validity of the other portions of this Agreement.

28. **COPIES:** This Agreement may be signed in one or more counterparts, each of which, when executed with the same formality and in the same manner as the original, shall constitute and serve as an original.

29. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

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30. **DATE OF EXECUTION:** The "date of execution" or "execution date" of this Agreement shall be defined as the date upon which it is executed by the parties if they have executed the Agreement on the same date. Otherwise, the "date of execution" or "execution date" of the Agreement shall be defined as the date of execution by the party last executing this Agreement.

Mikal Brunnemmer  
Mikal Brunnemmer (Jun 26, 2023 13:32 EDT)  
MIKAL BRUNNEMER  
RESPONDENT/HUSBAND

Nicole Brunnemmer  
NICOLE CATHERINE BRUNNEMER  
PETITIONER/WIFE

STATE OF FLORIDA  
COUNTY OF BROWARD

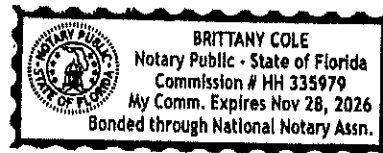
BEFORE ME, the undersigned authority, personally MIKAL BRUNNEMER who produced DL as identification, and who after being first duly sworn, deposed and stated the above is true and correct.

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 26 day of June, 23 (year), by MIKAL BRUNNEMER.

SWORN TO AND SUBSCRIBED before me this 26 day of June, 2023.

[Signature]  
NOTARY PUBLIC  
State of Florida

My commission expires:



STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally NICOLE CATHERINE BRUNNEMER who produced \_\_\_\_\_ as identification, and who after being first duly sworn, deposed and stated the above is true and correct.

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The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_ (year), by NICOLE CATHERINE BRUNNEMER.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of June, 2023.

\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida

My commission expires:

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# Brunnemer MSA final

Final Audit Report

2023-06-26

Created:	2023-06-26
By:	Linda Jaffe (lindajaffe@lindajaffepa.com)
Status:	Signed
Transaction ID:	CB.JCHBCAABAAsdaEFJ4PpetsyXq4oQvdUcyRK7PsevQt-

## "Brunnemer MSA final" History

- Document created by Linda Jaffe (lindajaffe@lindajaffepa.com)  
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2023-06-26 - 7:23:44 PM GMT
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- Signer mbff@bellsouth.net entered name at signing as Mikal Brunnemer  
2023-06-26 - 10:32:29 PM GMT- IP address: 104.28.92.201
- Document e-signed by Mikal Brunnemer (mbff@bellsouth.net)  
Signature Date: 2023-06-26 - 10:32:31 PM GMT - Time Source: server- IP address: 104.28.92.201
- Agreement completed.  
2023-06-26 - 10:32:31 PM GMT



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