



in consideration of the present income, earning capacity, and financial circumstances of each of the parties;

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

1.

**NON-INTERFERENCE**

The parties shall continue to live separate and apart, each being free to choose his or her place of residence and employment, and each shall be free from interference, threats, authority, and control, direct or indirect, by the other as fully as if sole and unmarried to each other. The divorce in this action shall be effective upon the Court's execution of the Final Decree. Both parties shall take all actions reasonably necessary to effectuate the entry of this Agreement and Final Decree. expense not specifically listed herein.

2.

**ALIMONY**

Neither party shall pay alimony or spousal support to the other. Each party waives and forever relinquishes any claims and rights each has or may have to alimony, maintenance, and support of any nature from the other or his or her estate, whether in the form of periodic payments, lump sum payments or awards of property from his or her separate estate or otherwise. Each of the parties specifically relinquishes and waives all rights to seek a modification of said alimony in the future pursuant to Varn v. Varn, 242 Ga. 309, 248 S.E.2d 667 (1978).

3.

**HEALTH INSURANCE/UNCOVERED MEDICAL EXPENSES FOR PARTIES**

Each party shall be solely responsible for his or her own health insurance coverage and uninsured health care expenses and shall indemnify and hold the other party harmless from same, regardless of when such expenses were incurred.

4.

**EQUITABLE DIVISION – REAL PROPERTY**

The parties are record titleholder to real property located at 141 Red Gate Lakes Drive, Canton, Georgia 30115. (the “Property”). The Property is listed as Security on a deed to secure debt in favor of United Wholesale Mortgage ( the “Mortgage”). As equitable division of property, Husband does hereby convey all of his right, title, and interest in the Property to Wife, and Wife shall have exclusive use and possession of the Property. Upon request, in a timely manner Husband shall execute a Quitclaim Deed prepared by Craig Long, Esq., the cost of which shall be paid equally by the parties, transferring and conveying his right, title, and interest in the Property to Wife, when and if Wife requires such Quitclaim Deed to remove Wife’s name from the Mortgage, as set forth more fully below. The Quitclaim Deed shall be properly executed and recorded in accordance with Georgia state requirements.

Wife shall be solely (100%) responsible for the payment of all expenses related to the Property, including but not limited to the Mortgage, utilities, taxes, insurance, maintenance and repairs. If necessary, Husband and Wife shall collaborate to transfer all utilities to the Wife's name, effective February 1, 2025. Further, to ensure payments are made correctly and timely, Wife agrees to allow Husband transparency regarding timely Mortgage payments to assure

 MJ

CJ 

Husband's credit rating is not jeopardized for so long as he remains titled on the Mortgage.

Both parties affirm that, to the best of their knowledge, there are no existing liens on the Property other than the Mortgage. Husband shall not initiate or permit any new debts or obligations that would become a lien or encumbrance against the marital residence during the twelve (12) month period allotted for satisfying Wife's obligation to remove Husband's name from the indebtedness. In the event that any encumbrances or liens are placed on the Property by Husband, or any creditor of Husband, Husband shall immediately take all necessary actions to remove or satisfy such encumbrances or liens to ensure the Property remains unencumbered, except for the Mortgage.

Wife shall have until January 9, 2026 to refinance or otherwise remove Husband's name from the Mortgage. Should Wife be unable to remove Husband's name from the Mortgage prior to that date, Husband shall have the right to force Wife to sell the Property. In the event the parties are unable to agree on the terms of sale for the Property, the terms shall be arbitrated, with Andy Flink as arbitrator, and Andy Flink will draft a Real Estate Side Agreement, which Real Estate Side Agreement shall be incorporated into this Agreement and which will not be filed with the Court except for purposes of enforcement. The cost of arbitration shall be divided equally.

5.

**EQUITABLE DIVISION – AUTOMOBILES**

(A) As equitable division of property, Wife shall have exclusive use and possession of the 2024 Audi currently in her possession, free and clear of any rights or claims of Husband. Husband hereby transfers, assigns, conveys, and quitclaims to Wife any right or interest he may

have in the Audi. Wife shall be solely responsible for and shall timely pay all expenses for the Audi, including, but not limited to, all debt, taxes, tags, repairs, maintenance, or insurance and Wife shall indemnify and hold Husband harmless from all expenses, debts, claims, or liability of any nature whatsoever with respect to the Audi.

(B) As equitable division of property, Husband shall have exclusive use and possession of the 2024 Ford F-150 XLT, free and clear of any rights or claims of Wife. Wife hereby transfers, assigns, conveys, and quitclaims to Husband any right or interest she may have in the Ford. Husband shall be solely responsible for and shall timely pay all expenses for the Ford, including, but not limited to, all debt, taxes, tags, repairs, maintenance, or insurance and Husband shall indemnify and hold Wife harmless from all expenses, debts, claims, or liability of any nature whatsoever with respect to the Ford.

6.

**EQUITABLE DIVISION – PERSONAL PROPERTY**

Each party shall retain any and all personal property and furniture and furnishings in his or her possession, custody and control, except that Husband shall be permitted to remove the following items from the Property: Any and all remaining personal items and clothing; Husband's sports memorabilia and work awards, the sailboat painting in the master bedroom, the Buffett/Marley painting in the basement, the bed frame and mattress, the shelf unit in the family room, and any other items agreed upon during the removal of property. All remaining items shall be awarded to Wife as equitable division of property. Husband shall be responsible for the cost of removing his personal property from the Property, and Husband shall remove his property

 MJ

CJ 

between January 28, 2025 and February 8, 2025.

7.

**EQUITABLE DIVISION –RETIREMENT AND BANK ACCOUNTS**

As equitable division of property, Husband shall retain his Vanguard Weather Group 401(k) free and clear of any interest or claim of Wife.

As equitable division of property, Wife shall transfer to Husband 33.42% of her IHG 401(k) account, as of January 9, 2025, subject to gains and losses from that date through the date of distribution. The parties agree that this transfer shall occur within a reasonable time after the Final Decree via Qualified Domestic Relations Order (“QDRO”). The parties shall equally divide any costs associated with the division of funds assessed by the Plan Administrator. The QDRO shall be prepared by Matt Lundy, and each party shall be responsible for and pay 50% of the cost of the QDRO. Following the transfer to Husband, Wife shall retain her IHG 401(k) account free and clear of any interest or claim of Husband.

As equitable division of property, Husband shall retain his Chase Checking Account No. xxxx5709, Chase Savings Account No. xxxx1504, and Marcus Savings Account No. xxxx8556, free and clear of any interest or claim of Wife free and clear of any interest or claim of Husband. Also as equitable division of property, Wife shall retain her Truist Savings Account No. xxxx3564. Wife shall transfer the sum of Fifteen Thousand Three Hundred Seventy-Two Dollars (\$15,372.00) to Husband from her Truist Account No. 5767 within ten days of the date of this Agreement. Following this transfer, Wife shall retain all interest in the funds in said account free and clear of any interest or claim of Husband.

 MJ

CJ 

8.

**EQUITABLE DIVISION - PAYMENT OF DEBTS AND OBLIGATIONS**

Husband shall pay and hold Wife harmless for any expenses, debts, costs, claims, liens, attachments, causes of action, settlements, taxes, and liability of any nature whatsoever, contingent or otherwise, which Husband has incurred individually or jointly with any third person or persons including but not limited to credit card debt, loans, mortgages, business liabilities, or any other financial obligations. Husband promises to defend Wife against any attempts by any of his creditors to collect the same from Wife and further promises to indemnify Wife fully from any liability and expenses, including attorneys' fees and legal expenses, which may result from his obligations. In the event that any creditor of Husband obtains or attempts to apply a lien against any real or personal property in which Wife has an interest, Husband shall promptly undertake to satisfy that obligation giving rise to the lien.

Wife shall pay and hold Husband harmless for any expenses, debts, costs, claims, liens, attachments, causes of action, settlements, taxes, and liability of any nature whatsoever, contingent or otherwise, which Wife has incurred individually or jointly with any third person or persons, including but not limited to credit card debt, loans, mortgages, business liabilities, or any other financial obligations. Wife promises to defend Husband against any attempts by any of her creditors to collect the same from Husband and further promises to indemnify Husband fully from any liability and expenses, including attorneys' fees and legal expenses, which may result from her obligations. In the event that any creditor of Wife obtains or attempts to apply a lien against any real or personal property in which Husband has an interest, Wife shall promptly undertake to satisfy that obligation giving rise to the lien.

 MJ

CJ 

Notwithstanding any provisions herein to the contrary, Wife shall be solely responsible for and shall timely pay the Lightstream Debt, with an approximate balance of \$65,012.00, and shall hold Husband harmless therefrom.

9.

**EQUITABLE DIVISION – SUBSEQUENT DEBTS**

Husband and Wife shall not at any time hereafter contract any debts, obligations, or other liabilities whatsoever for which the other or his or her property or estate shall become or may become liable or answerable. If applicable, each party shall deliver to the other promptly any debit or credit cards in his or her possession for any financial accounts maintained in the name of the other. Except as otherwise provided herein, all accounts on which both parties are liable shall be closed as soon as possible.

10.

**TAX RETURNS**

The parties agree to file their 2024 federal and state income tax returns as Married Filing Jointly. The parties shall be equally responsible for and timely pay any additional taxes owed for the 2024 tax year. Any tax refund received for the 2024 tax year shall be divided equally (50/50) between the parties. The parties agree to have their taxes prepared by a Registered CPA in good standing in the State of Georgia, and that each party shall timely provide the appropriate documents to the CPA to prepare the returns. If the parties do not agree, Wife shall select the CPA. Husband agrees to pay his portion of any taxes owed and the cost of the CPA within seven (7) days of Wife notifying Husband that the tax returns are completed and presentation of proof of filing said returns. Wife affirms that the taxes due on the following income from IHG received in 2024 were withheld by IHG





at the time of payment: IHG Bonus, Restricted Stock Units, and Deferred Compensation. Additionally, Wife affirms that she has paid \$45,132.00 in taxes for 2024 prior to the execution of this Agreement.

11.

**ATTORNEY'S FEES AND EXPENSES OF LITIGATION**

Each party shall be solely responsible for his or her attorney's fees and expenses of litigation incurred in this matter.

12.

**PERFORMANCE**

Both parties hereto shall without delay execute all documents, perform all acts, and do all things necessary to transfer any of the assets, or to effectuate any of the provisions and conditions set forth herein. Time is of the essence regarding the obligations of the parties in this Agreement. To the extent any services need to be divided (such as cell phone) or cancelled if they cannot be divided the parties shall cooperate in good faith to effectuate such division or cancellation within thirty (30) days of this Agreement.

13.

**INCORPORATION INTO FINAL DECREE**

This Agreement shall be fully binding on the parties and their heirs, legatees, executors, administrators, and assigns. The parties further agree that this Agreement may be submitted in the divorce proceeding to be filed in the Superior Court of Cherokee County, and that this Agreement, if approved by said Court, shall be entered as part of a final decree in said action, and shall constitute the sole agreement and decree relating to all matters to which this Agreement refers.

 MJ

CJ 

14.

**WAIVER OF DISCOVERY**

Before executing this Settlement Agreement, Husband and Wife were both advised of their rights, under the Georgia Civil Practice Act, to conduct formal discovery, investigation, and analysis of assets, liabilities and income of the other party. Each party has knowingly and voluntarily chosen to forego such discovery, and each party has accepted the provisions of this Settlement Agreement on the basis of information acquired informally without such discovery.

15.

**RELEASE**

Except for those rights and claims for which this Agreement provides, each party hereby waives and releases any and all marital rights and claims, including but not limited to, alimony, division of property, dower, year's support, and any rights of inheritance pursuant to the laws of intestacy, which rights and claims each party may now have against the other or the estate of the other by reason of the marriage of the parties. Both parties waive any legal right he or she may have to be appointed executor or administrator of the estate of the other except as the deceased party may have designated in his or her Will. All property received or retained by either party under this Agreement, whether or not such property is specifically mentioned herein, shall be and remain the separate property of the party receiving or retaining that property and that property shall be free from any claim by the other or his or her estate.

16.

**WAIVER OF BENEFICIARY RIGHTS**

Except as provided in this Agreement, each party hereby waives and releases any and all rights

 MJ

CJ 

and claims he or she may have as a beneficiary of any financial account funds of the other party. In the event that the account owner spouse dies prior to removing the non-account owner spouse as a beneficiary to the account owner spouse's financial account(s), then the non-account owner spouse will be required to turn over all of the benefits or assets that he or she receives from the account owner spouse's financial account(s) to the account owner spouse's estate, *instanter*.

17.

**REVOCATION OF POWERS OF ATTORNEY**

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

18.

**FREE AND VOLUNTARY**

The parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress; that each is mentally competent; that they have read each page of the Agreement carefully before signing same; that they have ascertained and weighed all the facts and circumstances likely to influence their judgment herein; that they have sought and obtained legal advice independently of each other; that they have been duly apprised of their respective legal rights; that all the provisions hereof, as well as all questions pertaining hereto, have been fully and satisfactorily explained to them; that they have given due consideration to such provisions and questions; and that they clearly understand and assent to all of the provisions hereof.

19.

**HOLD HARMLESS - WIFE TO HUSBAND**

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

20.

**HOLD HARMLESS - HUSBAND TO WIFE**

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

 MJ

CJ 

21.

**SEVERANCE**

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

22.

**NO WAIVER IF BREACH**

This Agreement may only be changed by the parties by mutual agreement, in writing with the same formalities as this Agreement, for any change to be valid and binding. Each party agrees that there shall be no oral modifications of this Agreement. Any change shall be approved by a Georgia court of competent jurisdiction prior to any change becoming binding on either party. No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

23.

**GEORGIA LAW**

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

24.

**ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes any and all Agreements previously made by them as to the matters referenced herein.

 MJ

CJ 

25.

**FULL SETTLEMENT**

The provisions of this Agreement are intended and accepted by Husband and Wife as a full and final settlement of any and all past, present, or future rights or claims either may have from or to the other arising out of or in any way incidental to their marriage to each other, including alimony and equitable division of property. Except as otherwise stated herein, each party does hereby waive and relinquish any further right, title, or interest that either has to the property or income of the other party.

26.

**DISCOVERY AND DISCLOSURE**

Before executing this Agreement, the parties were independently advised of their rights, under the Georgia Civil Practice Act, to conduct formal discovery, investigation, and analysis of the assets, liabilities, and income of the other party. Both parties acknowledge that further discovery could have been undertaken related to the marital estate, and the parties have knowingly waived their respective rights to conduct further discovery and have settled this case using the information now available.

27.

**BINDING AGREEMENT**

The terms and provisions of this Agreement are binding upon the heirs, successors, assigns, and other representatives of the parties hereto.



28.

**RES JUDICATA**

This Agreement shall be *res judicata* as to any and all claims compulsory, permissive, or otherwise, including, but not limited to, all contract or tort actions which exist between the parties at the time this Agreement was signed, and which might lawfully have been raised.

30.

**PARTIAL INVALIDITY**

This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. In the event any paragraph or paragraphs of this Agreement shall be declared invalid or void by any court of competent jurisdiction, 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, such declaration shall not invalidate the entire Agreement, and all other paragraphs of the Agreement shall remain in full force and effect 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.

31.

**LEGAL ADVICE**

The parties hereto jointly and severally acknowledge that they have had the opportunity to separately consult with independent legal counsel with regard to the legal and other effects of the provisions of this Agreement, the rights and privileges waived hereunder, the rights and privileges granted hereunder, and all other matters pertaining hereto. Each party hereby acknowledges their complete understanding of such legal and other effects of this Agreement. Each acknowledges his or

her understanding that he or she is giving up and waiving rights which might well have great value in exchange for the provisions of this Agreement and each does so freely and willingly.

32.

**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.

33.

**MODIFICATION**

This Agreement may not be altered, changed, or modified except in a writing executed with the same formality as this Agreement. Each party agrees that there shall be no oral modifications of this Agreement.

34.

**CONSTRUCTION**

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

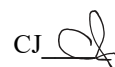
35.

**EFFECTIVE DATE**

This Agreement shall become fully effective and binding on the date last written below, which shall henceforth be known as the “date of execution of this Agreement.”

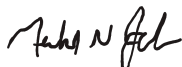
*[Signature page follows]*

 MJ

CJ 



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals, as follows:



---

MICHAEL JENKINS



---

CINDY JENKINS

<b>Title</b>	Jenkins Agreement FOR SIGNATURES.pdf
<b>File name</b>	Jenkins%20Agreeme...%20SIGNATURES.pdf
<b>Document ID</b>	8a32d5b05d429dfde8d98c58b2926ada0b5dc31b
<b>Audit trail date format</b>	MM / DD / YYYY
<b>Status</b>	● Signed

This document was requested from [app.clio.com](https://app.clio.com)

## Document History



SENT

**01 / 24 / 2025**

17:02:47 UTC

Sent for signature to Mike Jenkins (mike.jenkins@weathergroup.com) and Cindy Ann Jenkins (cajenkins49@gmail.com) from anna@faganlawgroup.com  
IP: 104.136.208.191



VIEWED

**01 / 24 / 2025**

17:04:59 UTC

Viewed by Mike Jenkins (mike.jenkins@weathergroup.com)  
IP: 129.222.51.14



SIGNED

**01 / 24 / 2025**

17:12:30 UTC

Signed by Mike Jenkins (mike.jenkins@weathergroup.com)  
IP: 129.222.51.14



VIEWED

**01 / 24 / 2025**

17:50:11 UTC

Viewed by Cindy Ann Jenkins (cajenkins49@gmail.com)  
IP: 45.146.55.231



SIGNED

**01 / 25 / 2025**

17:16:13 UTC

Signed by Cindy Ann Jenkins (cajenkins49@gmail.com)  
IP: 65.196.182.138



COMPLETED

**01 / 25 / 2025**

17:16:13 UTC

The document has been completed.