

IN THE CIRCUIT COURT, FOURTH JUDICIAL CIRCUIT,
IN AND FOR DUVAL COUNTY, FLORIDA

IN RE: THE MARRIAGE OF

MARK W. TEIXEIRA,
Petitioner/Husband,

CASE NO.: 16-2023-DR-008971-FMXX-MA
FAMILY DIVISION

and


MICHELLE E. TEIXEIRA,
Respondent/Wife.


_____ /

MARITAL SETTLEMENT AGREEMENT

This Marital Settlement Agreement (“Agreement”) is entered pursuant to agreement of the parties, MARK W. TEIXEIRA, (“Husband”) and MICHELLE E. TEIXEIRA, (“Wife”) as reflected by the signatures of the parties and their counsel appearing below As part of their Agreement, the parties agree that:

- a. Each party has been a Florida resident for more than six (6) months prior to the filing of this action.
- b. Each party has been represented by counsel throughout these proceedings.
- c. Each party is satisfied with the representation of counsel he/she has received.
- d. Each party has entered this Marital Settlement Agreement freely and voluntarily with an understanding of its terms.
- e. Each party stipulates that the provisions of this Agreement are fair and reasonable.
- e. Each party has requested entry of a Final Judgment incorporating the provisions of this Marital Settlement Agreement knowing and intending that the terms hereof will be binding upon the parties.
- f. Each party has by written consent below requested entry of a Final Judgment expecting to be bound by it.

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g. Both parties waive the twenty (20) day delay period set forth in Florida Statute §61.19, and both agree that a Final Judgment of dissolution of marriage may be entered immediately upon filing of the Husband's Petition for Dissolution of Marriage and the Wife's Answer.

h. The court has subject matter jurisdiction over this action.

i. The court has personal jurisdiction over the parties.

j. The marriage of the parties is irretrievably broken and the marriage of the parties should be dissolved in accordance with the terms and conditions hereof.

WHEREFORE, the parties agree to the terms hereof and hereby accept the conditions and obligations in this Agreement and have elected to avoid expensive and protracted litigation, and to further their desire to fully settle the matters between them relating to all marital claims including alimony, spousal support, property rights, equitable distribution, attorney's fees, suit money, costs and the like. The parties further agree that a Consent Final Judgment of Dissolution of Marriage shall be entered and shall incorporate by reference the provisions of this Agreement. However, notwithstanding incorporation in the Final Judgment, this Agreement shall not be merged in it, but shall be binding on the parties for all time. The provisions of this Agreement which are incorporated by reference in the Consent Final Judgment shall be enforceable and as binding and controlling on the parties as if specifically set out verbatim in the Consent Final Judgment.

CONSIDERATION

In consideration of the mutual promises, covenants and agreements herein contained, the benefits of each accruing to the other and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:


AGREEMENT

The provisions to be deemed encompassed with the Consent Final Judgment are as follows:

Separation.

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1. It shall be lawful for each party at all times hereafter to live separate and apart from the other party at such place or places as he or she may from time to time choose or deem fit. Each party shall be free from interference, authority and control, direct or indirect, by the other as if he or she were single and unmarried. Neither party shall molest the other, compel or endeavor to compel the other to cohabit or dwell with him or her. Neither party shall in any way interfere with the other party's private affairs or social or business relationships in any manner whatsoever.

Reconciliation.

2. It is the intention of the parties that this Agreement shall remain in full force and effect whether or not there is a reconciliation between the parties and a resumption of the marital relationship.

Mutual Releases.


3. Except as provided in all applicable provisions of this Agreement, the parties do hereby release, discharge and exonerate the other of and from any and all actions, suits, contract claims, property claims or any other claims, demands, debts and liabilities of each and every kind and character both in law and in equity arising out of their marital relationship to and including the date of this Agreement. It is not the intent of the parties to release each other from their respective undertakings and covenants of this Agreement.


Each party waives, releases, and relinquishes all rights that he or she may have or may hereafter acquire as the other party's spouse under the present or future laws of any jurisdiction:

(i) To elect to take against any will or codicil of the other party now in force. This shall not apply to any wills, trusts, estate plans or codicils executed after the date of this Agreement.

(ii) To share in the other party's estate, except as set forth in (i) above, and to exercise any right of dower or courtesy he or she may now have or may hereafter acquire in the other party's estate.

(iii) To act as administrator, executor or personal representative of the

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other party's estate, except only as provided by wills or codicils executed after the date of this Agreement. To clarify, the above waivers shall have no effect on each party's legal rights to obtain and receive social security benefits to which he/she may be entitled as a matter of law.

Dissolution of Marriage

4. The marriage of the parties, MARK W. TEIXEIRA, Husband, and MICHELLE E. TEIXEIRA, Wife, shall be dissolved and each party shall be restored to the status of being single and unmarried.

Children


5. There are no minor children of the marriage, and none are expected.


Equitable Distribution

6. During the marriage, the parties accumulated assets and liabilities. The parties shall perform all acts required to carry out and implement the following equitable distribution.

A. Husband's Equitable Distribution:

(1) **Real Property**. The parties own residential property as tenants by the entireties in Duval County, Florida located at 4041 Barcelona Avenue, Jacksonville, Florida, 32207 (former marital home). Husband shall be the sole owner of, and have the exclusive right to occupy, the former marital residence located at 4041 Barcelona Avenue, Jacksonville, Florida 32207 free and clear from any claim of Wife. Effective the date of this Agreement, Husband shall be solely responsible for and pay all costs of ownership of this real property and the residence thereon, to include, without limitation, mortgages, credit lines, property taxes, insurance, and all utilities, or debts related to the property and the Husband shall indemnify and hold Wife harmless against any liability therefrom. Within five (5) business days of entry of a Final Judgment dissolving the parties' marriage, Husband shall pay to Wife the sum of One Hundred Fifty Two Thousand Five Hundred Eighty One Dollars (\$152,581.00) as and for her portion of the marital equity in the former marital residence. Wife shall thereafter execute a Quit Claim Deed transferring her interest in 4041 Barcelona Avenue, Jacksonville, Florida 32207 to Husband. Said Deed


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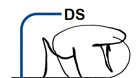
shall be held in escrow by Husband's attorney, to be delivered to Husband or recorded in the public records upon Husband removing Wife from liability on the mortgage secured by the home. If necessary, the Deed may be delivered to a closing agent involved in the refinance of the mortgage or as necessary to effectuate Husband's assumption of the mortgage. If Husband fails to remove Wife from liability on the mortgage by December 1, 2024, the home shall be listed for sale on or before December 3, 2024 and Husband shall provide Wife with a copy of the listing agreement. Husband shall receive all of the net proceeds of the sale.

(2) **Business Interests**. Husband shall be the individual owner of his interest in the business entities operated by him and in which he has invested free from any claim of Wife. If necessary, Husband shall prepare documents for Wife's execution to transfer her ownership interest in these business entities and Wife shall execute the same within fifteen (15) days of receipt thereof. Such entities shall include, without limitation:

- i. Teixeira Properties, LLC;
- ii. South Atlantic Systems Group, Inc.; and
- iii. Aero Tex, LLC.

Distribution to Husband of the ownership interest in such entities shall carry with it his ownership interest in all affiliated, subsidiary or related entities, and also entitlement to use and/or ownership of all assets of such entities, including all real property, financial accounts, contractual rights, business equipment, intellectual property, and other assets of any kind held or used in connection with the business interests apportioned to Husband hereunder all free and clear from any claim by Wife. Distribution to Husband of the ownership interest in such entities shall also carry with it the Husband's sole and full responsibility for payment of all debts, liabilities, taxes, mortgages, lines of credit, cash calls, personal guarantees, and all other similar obligations from which the Husband shall indemnify and hold Wife harmless from any liability therefrom. To the extent the Wife has joined in any personal guarantees relating to the above business interest, the Husband shall solely assume said guarantees. The Husband materially represents that there exist


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no affiliated, subsidiary or related entities of Teixeira Properties, LLC; South Atlantic Systems Group, Inc.; or Aero Tex, LLC

(3) **Financial and Investment Accounts**. Except as otherwise set forth herein, Husband shall be the sole owner, free from any claim of Wife, of any and all financial and investment accounts titled in his individual name or in his name jointly with any party or entity other than Wife including, without limitation:


- i. Wells Fargo x7248;
- ii. Wells Fargo x7770.
- iii. National Financial Services x1929;
- iv. Husband's I Bonds;
- v. Coinbase; and
- vi. Wealthfront x4W8F.


(4) **Joint Bank Accounts**. Husband shall be the sole owner, free from any claim of Wife, of the following jointly titled accounts and Wife shall cooperate to remove her name therefrom:

- i. TIAA x5069;
- ii. TIAA x5972; and
- iii. Ameris Bank HSA x1752, (the balance of the account after distribution of \$419.00 to the Wife as set forth hereinbelow).

(5) **Automobiles**. Husband shall be the sole owner of the Subaru Outback, free and clear from any claim of Wife. Husband shall be solely responsible for and pay any and all costs associated with ownership of and use of the vehicle, including insurance, and shall indemnify and hold Wife harmless from any liability therefrom. The parties agree to gift and transfer title of the Toyota 4Runner to their daughter. The parties shall cooperate to accomplish the above transfer.

(6) **Life Insurance**. Husband shall additionally be the sole owner of the following assets free and clear from any claim of Wife and Husband shall indemnify and hold Wife harmless from any liabilities and/or financial obligations which may arise from

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any of the following assets:

- i. Lincoln IUL x5343; and
- ii. Protective Life Insurance policy x4889.

(7) **Personal Property**. Except as otherwise set forth herein, Husband shall be the sole owner, free and clear from any claim of Wife, of any and all personal property currently in his possession.

B. **Wife's Equitable Distribution:**

(1) As and for her interest in the former marital residence, as set forth above, Wife shall receive from Husband the sum of One Hundred Fifty-Two Thousand Five Hundred Eighty-One Dollars (\$152,581.00).

(2) **Financial and Investment Accounts**. Wife shall be the sole owner, free from any claim of Husband, of any and all financial and investment accounts titled in her individual name or in her name jointly with any party or entity other than Husband, including without limitation:


- i. Capital One x5133;
- ii. Capital One x6956;
- iii. Capital One CD x9757; and
- iv. Wife's I-Bonds

(3) **Joint Bank Accounts**. Wife shall be the sole owner, free from any claim of Husband, of the following jointly titled accounts and Husband shall cooperate to remove his name therefrom:

- i. Farther (Pershing) x1589; and
- ii. TD Ameritrade x5967.

(4) **Automobiles**. Wife shall be the sole owner of the Lexus RX350, Chrysler 200, and Winnebago free and clear from any claim of Husband. Wife shall be solely responsible for and pay any and all costs associated with ownership of and use of this vehicle, including insurance, and shall indemnify and hold Husband harmless therefrom.

(5) **Personal Property**. Except as otherwise set forth herein, Wife shall

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be the sole owner, free and clear from any claim of Husband, of any and all personal property (including jewelry) currently in her possession.

(6) **Cash Equalizer Payments**: Husband shall pay to Wife the following amounts in accordance with the terms set out herein:

i. Five Hundred Ninety-Four Thousand and One Hundred Sixty Seven Dollars (\$594,167.00) within five (5) business days of entry of a Final Judgment dissolving the parties' marriage. Payment shall be made by electronic bank transfer by the Husband directly to the Wife to her designated account.

ii. Five Hundred Thousand Dollars (\$500,000.00) payable in equal quarterly installments with interest amortized over a period of thirty-six (36) months at an annual interest rate of four (4%) percent with the first payment of principal and interest due March 31, 2024 in the sum of Forty Four Thousand Four Hundred Twenty Four Dollars and 38/100 (\$44,424.38). An amortization schedule is attached hereto as Exhibit "A." Such payments shall be made by electronic bank transfer on or before the fifth (5th) day of each month. Wife shall provide Husband with all information needed for the electronic transfer. Husband may prepay any or all of this obligation without penalty.


(7) **Life Insurance**. Wife shall additionally be the sole owner of the following assets free and clear from any claim of Husband and Wife shall indemnify and hold Husband harmless from any liabilities and/or financial obligations which may arise from any of the following assets:


i. Protective Life Insurance Policy x4881

C. **Division of Retirement Accounts**

(1) Wife shall be the owner, free and clear of any claim by Husband, of her Valic 403(b) and her Farther (Pershing) IRA x1613; and Millennium Trust Co. (traditional) IRA x68FT.

(2) Wife shall receive the entire account balance which is estimated to be the sum of Two Hundred Forty-One Thousand Two Hundred Sixty Five Dollars (\$241,265.00) (valued as of March 31, 2023, plus or minus market change through the date of distribution) by rollover from Husband's Farther Pershing IRA x1605. The rollover

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shall be accomplished within five (5) business days of the date of this Agreement.

(3) Wife shall receive the sum of Three Hundred Seven Thousand and Sixteen Dollars (\$307,016.00) (plus or minus market change on her portion from the date of execution of this Agreement by both parties through the date of distribution) from Husband's Nest Eggs Retirement 401(k). The above represents a combined 50% of the Nest Eggs Retirement 401(k) and Nest Eggs Cash Plan as of March 31, 2023. The parties shall cooperate regarding preparation and entry of a Qualified Domestic Relations Order to effectuate this transfer to Wife. Husband shall remain the owner of the any funds/securities remaining therein after this rollover to Wife is completed.


(4) The Husband shall remain the owner of the funds in the Husband's Nest Eggs Cash Plan as the Wife's 50% share was distributed through the Nest Eggs Retirement 401(k) account above.

(5) Wife shall receive the sum of Sixteen Thousand Eight Hundred Thirty Dollars (\$16,830.00) (valued as of March 31, 2023, plus or minus market change on her portion from the date of execution of this Agreement by both parties through the date of distribution) by rollover from Husband's Exclusive Advisors NFS/FMTC IRA x0235. Husband shall remain the owner of any funds/securities remaining therein after this rollover to Wife is completed.

(6) The parties shall fully cooperate in all respects necessary to effectuate the division of retirement accounts set forth herein. Jurisdiction is reserved for entry of all orders necessary to ensure each party receives the retirement assets awarded to him or her herein. The parties agree to retain Matthew Lundy, Esq. within five (5) days of the date of this Agreement to prepare any necessary QDROs. The Husband agrees to pay Mr. Lundy's fees associated with same.

D. Other Equitable Distribution

(1) The parties have not yet distributed all of the contents, furniture and furnishings in the former marital home (including family photographs, videos, children's momentos, etc.). The parties shall use their best efforts to amicably divide same within ninety (90) days after the date of this Agreement. Husband shall receive the dining room

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table, bar, buffet, and grey bedroom furniture. In the event the parties are unable to satisfactorily divide the above personal property, either party may file a motion asking the Court to adjudicate any disputes. Jurisdiction for adjudication of any dispute regarding this personal property shall expire after six months have passed from entry of a Consent Final Judgment.

(2) Husband shall pay to Wife the sum of Four Hundred Nineteen Dollars (\$419.00) from the Ameris Bank HSA x1752 and Wife shall thereafter cooperate to be removed as an authorized user of this account. This sum represents an offset of the Husband's 50% share of the Wife's tax effected Millennium Trust Traditional IRA x68FT of \$390.00 thereby reducing the \$809.00 reflected on the Equitable Distribution Schedule to the sum of \$419.00.

(3) All joint financial accounts not otherwise distributed herein shall be closed and the funds remaining therein shall be equally divided.

D. Marital Liabilities


(1) Except as otherwise specifically provided herein, a party shall be individually responsible for and pay any and all liabilities incurred in his or her individual name and shall indemnify and hold the other party harmless therefrom. Husband shall be solely responsible for and pay the balance owed on Wells Fargo Visa x2842, American Express x5001, and Citibank Mastercard x5951. Wife shall be solely responsible for and pay the balance owed on Capital One Mastercard x2654.


(2) Neither party shall make additional charges on the other's credit accounts, or on joint credit accounts, and the parties shall cooperate with one another forthwith to remove themselves as authorized users from the other's credit accounts. If there are any joint credit accounts they shall be immediately closed.

(3) A party shall be individually responsible for any and all debts incurred by him or her subsequent to execution of this Marital Settlement Agreement.

E. Effect of Apportionment

All property interests apportioned to a party hereunder shall be such party's individual property free and clear from any claim by the other party.

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F. Tax Effect of Apportionment

All property/asset transfers or apportionments pursuant to the Marital Settlement Agreement are deemed to be incident to dissolution of marriage. No apportionment hereunder shall be treated by either party as a taxable event or gain giving rise to any income tax owed by the transferee of any property interest or any income tax deduction or loss claimable by the transferor. Any item of property apportioned to a party shall be received by that party with the income tax basis existing prior to the apportionment, and the receiving party shall pay and be solely responsible for any income taxes owed hereafter on any capital gain or other income incident to subsequent sale or transfer of the property.

G. Equitable Distribution Worksheet


Attached hereto as Exhibit "B" is an equitable distribution worksheet illustrating the division of assets and liabilities set forth above.


Durational Alimony

7. Beginning January 1, 2024, and continuing for twelve (12) years (one hundred forty-four months) Husband shall pay to Wife the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) per month as non-taxable, non-deductible durational alimony. Husband shall pay this alimony consistent with his bi-weekly payroll, with the sum of Three Thousand Four Hundred Sixty One Dollars and 54/100 (\$3,461.54) due from each paycheck. The parties agree that the non-taxable, non-deductible status of the alimony payments shall survive irrespective of any future administrative tax reform. All alimony payments shall be made by electronic bank transfer from Husband directly to Wife. Durational alimony is modifiable and terminable as provided by Florida law. Durational alimony shall automatically terminate upon Wife's remarriage or the death of either party.

8. Husband forever hereby waives any and all rights to past, present or future alimony and/or spousal support, of any kind, form, duration, and amount, from Wife, including but not limited to bridge-the gap, durational, rehabilitative or lump sum alimony.

This waiver is permanent, irrevocable, and non-modifiable for any reason whatsoever.

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Life Insurance To Secure Durational Alimony

9. So long as Husband has an alimony obligation and so long as Husband's Protective Life Insurance term policy is in effect, Husband shall maintain the existing policy in effect and shall name Wife as irrevocable beneficiary of his Protective Life Insurance term policy with a death benefit in the amount of One Million Dollars (\$1,000,000.00). Husband shall timely pay all premiums due for his life insurance policy. Husband shall provide Wife annual proof of the existence of the policy and the beneficiary designation therefor. The Husband agrees that he shall not bargain, pledge, or otherwise encumber the policy or policies and that he shall keep the same in full force and effect, shall pay any and all dues, premiums thereon. The Husband may elect to substitute the existing policy with Protective Life Insurance with a different term life or whole life insurance policy(ies) provided it secures his life for the sum of One Million Dollars (\$1,000,000.00) and names the Wife as irrevocable beneficiary during the term that he has an alimony obligation. In the event the Husband elects to change life insurance policies, he shall provide the Wife with a copy of the life insurance policy and beneficiary designation within ten (10) days of obtaining same.


Attorney's Fees, Accounting Fees and Costs

10. As and for contribution to Wife's attorney's fees, accounting fees and costs, Husband shall pay the sum of Twenty Thousand Dollars (\$20,000.00) directly to Wife within five (5) business days of entry of a Consent Final Judgment dissolving the parties' marriage .Payment shall be via account transfer to the Wife's designated bank account. A party shall otherwise be responsible for and pay the attorney's fees, accounting fees and costs incurred by him or her in this action through entry of a Consent Final Judgment. Except as set forth herein, neither party owes the other any reimbursement for any attorney's fees, accounting fees and costs paid through the date of this Agreement.

In the event that either party to this Agreement defaults in his or her obligations hereunder, the party in default (the non-complying party) shall be liable to the non-defaulting party for all reasonable expenses incurred, including attorney's fees and costs incurred for enforcement of the obligations created by this Agreement.

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Federal Income Taxes


11. For tax year 2023 and each year hereafter a party shall be responsible for filing his or her required federal income tax returns and for payment of all income taxes due and he/she shall be entitled to receive any refund due to him or her free from any claim of the other.


Each party represents to the other that all income earned by that party was disclosed on all joint tax returns or business returns previously filed (or to be filed), all taxes on all joint returns previously filed (or to be filed) by the parties have been paid, that no interest or penalties are due and owing and that no tax deficiency collection proceedings or audit on previously filed (or to be filed) tax returns is pending or threatened.

If a tax assessment is made or an Internal Revenue Service mandated change (tax deficiency) or unpaid taxes are imposed in connection with any joint or business tax returns previously filed (or to be filed) or any notices received from the Internal Revenue Service relative thereto, then the party so notified shall notify the other party at once, in writing. The Husband agrees to be solely responsible for any amount finally ascertained to be due to the Internal Revenue Service, including but not limited to attorney's fees and costs. Neither party shall in any event cause or permit a tax lien to be filed against the property of the other or upon the parties' home. If an amended income tax return is filed relating to any joint tax returns or business returns previously filed by the parties, the Husband agrees to be solely responsible for any additional amounts ascertained to be due to the Internal Revenue Service and the Husband shall receive any additional tax refunds resulting from the amended tax return. Similarly, each party shall notify the other of any collection notice relating to unpaid taxes.

Release and Discharge

12. Except as herein provided, each party does hereby release and forever discharge the other party of and from all debts, sums, covenants, agreements, promises, damages, judgments, and demands whatever, in law or in equity, which either party has or may have against the other party by reason of any matters or thing up to the date of

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this Marital Settlement Agreement. Nothing herein shall be deemed to impair the rights of either of the parties arising from and by virtue of this Marital Settlement Agreement, including indemnification and hold harmless provisions. The provisions of this Marital Settlement Agreement shall apply to all heirs, executors, and administrators of both parties, as fully as to the parties themselves.


Legal Counsel and Tax Advice

13. Husband and Wife both have acknowledged that each is entering into this Marital Settlement Agreement of his or her own accord and without coercion or pressure of any kind from the other party or from any third persons. Each party by consent hereto acknowledges that he or she has sought and obtained independent legal advice in connection with the negotiation and preparation of this Marital Settlement Agreement, Husband having consulted with Stephanie A. Sussman, Esq. and Wife having consulted with Maria C. Gonzalez, Esq. Both Husband and Wife acknowledge that they have been advised as to Florida law as relates to support rights and/or property rights available to them which they have renounced, waived, released and relinquished by this Marital Settlement Agreement. Each party acknowledges that his/her counsel has fully explained such matters to him/her. Each party further represents that the other party's legal counsel did not provide any legal advice to him or her.

Both parties acknowledge and agree that each has had the opportunity to retain his or her own certified public accountant, tax advisor or tax attorney with reference to any tax implications of this Agreement. Neither party has received any tax or accounting advice from his/her legal counsel. The Wife retained Sandra Perez, CPA of Berkowitz, Pollack and Brant as her forensic accountant in these proceedings.

Full Disclosure & Knowledge

14. Each party has made full disclosure to the other of his/her existing financial Condition as of the agreed upon valuation date of March 2023. Each party has full knowledge of the financial condition, nature and character of the other party's estate and property. Each party acknowledges receiving all financial information he/she has requested. Each party has consented to the provisions hereof believing them to be fair


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and reasonable. Each party affirmatively states that he/she understands and consents to all the provisions of this Marital Settlement Agreement; and that his or her counsel has advised him or her that this Marital Settlement Agreement is valid and binding upon him or her. Neither party desires any additional financial disclosure from the other, both parties agree that they have agreed not to request updated financial disclosure, and that the mutual decision to accept the financial disclosure produced and received through the date of this Agreement was made knowingly and voluntarily and shall not provide a basis for challenging or setting aside this Agreement.


The parties agree that in the event a party has not disclosed a marital asset(s) and when it is discovered by the other party, 50% of the undisclosed asset(s) shall be forfeited by the non-disclosing party and shall be transferred to other party. In the event that there is an undisclosed liability, that undisclosed liability shall be the sole responsibility of the party that incurred the same, and the party that incurred the same shall indemnify the other party and the property of the other party harmless from liability therefrom.


Joint Waiver of Filing Financial Affidavits

15. Pursuant to Rule 12.285(c), Florida Family Law Rules of Procedure, the parties hereby waive the requirement of filing of financial affidavits and acknowledge and agree: (A) that evidence of their current or past financial circumstances may be necessary for future court proceedings; (B) they each have provided the other with a fully executed and sworn financial affidavit in conformity with Florida Family Law Form 12.902(b) or 12.902(c), as applicable; (C) that the responsibility to retain copies of all affidavits exchanged rests solely with the parties; (D) that the waiver only applies to the current filing and does not automatically apply to any future filings; and (E) that the waiver may be revoked by either party at any time prior to entry of a Consent Final Judgment. The parties shall execute and file a Joint Waiver of Filing Financial Affidavits as required by Rule 12.285(c).

Mutual Understandings/Agreement Supersedes

16. The parties understand and agree that this Marital Settlement Agreement constitutes the entire understanding and contract between the parties and supersedes

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any prior understandings or agreements between them on the subjects covered in this Marital Settlement Agreement. Except as otherwise identified herein, there are no covenants, promises, representations or warranties being relied upon by either party other than as set forth expressly herein.

Construction of Agreement

17. Each party acknowledges involvement and input in the drafting of this Marital Settlement Agreement. The parties agree that the provisions of this Marital Settlement Agreement shall not be construed more strictly against one party or the other, regardless of which party has been responsible for drafting any provision of this Marital Settlement Agreement. The laws of the State of Florida shall govern the validity, construction, interpretation and effect of this Marital Settlement Agreement.

Severability

18. If a court of competent jurisdiction holds any particular provision of this Marital Settlement Agreement to be invalid, unenforceable, or void, the remainder of other provisions of this Marital Settlement Agreement shall remain valid and enforceable and in full force and effect.

Confidentiality/Non-disclosure/Non-disparagement


19. All information regarding this litigation shall not be disclosed unreasonably and unnecessarily to any third party except under legal compulsion or as necessary for financial, accounting, or legal assistance. The parties shall cooperate as necessary to seal the court file if either party requests to do so.


Reservation of Jurisdiction

20. Jurisdiction shall be reserved for such proceedings as may be required for implementation or enforcement of any provision hereof or for modification of any provision hereof which legally is subject to modification.

Final Hearing/Final Testimony


21. It is the parties' intent that both parties attend the final uncontested hearing and they shall make all efforts to accommodate both parties' attendance. However, in the event there are logistical or scheduling issues which prevent both parties from attending,


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Wife hereby waives her appearance at the final hearing. The Husband agrees to provide the wife with a certified copy of the Final Judgment.

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CONSENT OF THE PARTIES

We hereby consent to provisions of the foregoing Marital Settlement Agreement of our own free will and volition and affirm that the provisions herein represent our agreement and that these are the provisions which are to be incorporated into a Consent Final Judgment by reference and to which we intend to be bound.

Dated: 12/19/2023
DocuSigned by:

Mark Teixeira

MARK W. TEIXEIRA
Husband

Dated: 12/19/2023
DocuSigned by:

Michelle E. Teixeira

MICHELLE E. TEIXEIRA
Wife

Dated: 12/19/2023

Sussman, Johnson & Alvarez
Family Law

DocuSigned by:
Stephanie Sussman

Stephanie A. Sussman, Esquire
Florida Bar No: 0042537
1200 Riverplace Blvd., Suite 850
Jacksonville, Florida 32207
904-398-1818 - Phone
stephanie@sjafamlaw.com
Attorney for Husband

Dated: 12/19/2023

Maria C. Gonzalez, P.A.

DocuSigned by:
Maria Gonzalez

Maria C. Gonzalez, Esq.
Florida Bar No. 844446
3350 SW 148 Avenue, Suite 110
Miramar, FL 33027
954-874-1653 - Phone
maria@gonzalezlawpa.com
Attorney for Wife

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TEIXEIRA ED PAYOUT - EXHIBIT A TO MSA

Compounding Period: Quarterly

Nominal Annual Rate: 4.000%

Cash Flow Data - Loans and Payments

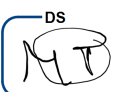
Event	Date	Amount	Number	Period	End Date
1 Loan	12/31/2023	500,000.00	1		
2 Payment	03/31/2024	44,424.39	12	Quarterly	12/31/2026

TValue Amortization Schedule - Normal, 365 Day Year

Date	Payment	Interest	Principal	Balance
Loan 12/31/2023				500,000.00
2023 Totals	0.00	0.00	0.00	
1 03/31/2024	44,424.39	5,000.00	39,424.39	460,575.61
2 06/30/2024	44,424.39	4,605.76	39,818.63	420,756.98
3 09/30/2024	44,424.39	4,207.57	40,216.82	380,540.16
4 12/31/2024	44,424.39	3,805.40	40,618.99	339,921.17
2024 Totals	177,697.56	17,618.73	160,078.83	
5 03/31/2025	44,424.39	3,399.21	41,025.18	298,895.99
6 06/30/2025	44,424.39	2,988.96	41,435.43	257,460.56
7 09/30/2025	44,424.39	2,574.61	41,849.78	215,610.78
8 12/31/2025	44,424.39	2,156.11	42,268.28	173,342.50
2025 Totals	177,697.56	11,118.89	166,578.67	
9 03/31/2026	44,424.39	1,733.43	42,690.96	130,651.54
10 06/30/2026	44,424.39	1,306.52	43,117.87	87,533.67
11 09/30/2026	44,424.39	875.34	43,549.05	43,984.62
12 12/31/2026	44,424.39	439.77	43,984.62	0.00
2026 Totals	177,697.56	4,355.06	173,342.50	
Grand Totals	533,092.68	33,092.68	500,000.00	

Last interest amount decreased by 0.08 due to rounding.


ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.000%	\$33,092.68	\$500,000.00	\$533,092.68



Equitable Distribution Analysis
 WORK PRODUCT - FOR DISCUSSION AND SETTLEMENT PURPOSES ONLY

Line No.	Description	Title	Valuation Date	Source	NONMARITAL			PROPOSED DISTRIBUTION		
					Selected Value	NonMarital Husband	NonMarital Wife	Selected Marital Value	To Husband	To Wife
1	ASSETS									
2	Bank Accounts									
3	Wells Fargo Checking Account *7248	H	23-Mar-23	Stmnt	16,172			16,172		-
8	Wells Fargo Family Savings *7770	J	23-Mar-23	Stmnt	74,567			74,567		-
4	Capital One Michelle Checking Account *5133	W	31-Mar-23	Stmnt	4,987			4,987		4,987
5	Capital One 360 Performance Savings Account *6956	W	31-Mar-23	Stmnt	14,940			14,940		14,940
6	Capital One Certificate of Deposit *9757	W	31-Mar-23	Stmnt	1,000			1,000		1,000
7	TIAA Bank Checking Account *5069	J	31-Mar-23	Stmnt	16,911			16,911		-
9	TIAA Bank Money Market *5972	J	31-Mar-23	Stmnt	357,014			357,014		-
10	Less: Student Loan Payoff done after 3/5/22									
11	Ameris Bank - Health Savings Account *1752	J	31-Mar-23	Stmnt	1,618			1,618	809	809
12	Total Bank Accounts				\$ 487,209	\$ -	\$ -	\$ 487,209	\$ 465,474	\$ 21,736
13	Brokerage Account/Stocks									
14	Father (Pershing) *1589	J	31-Jul-23	Stmnt	255,865			255,865		255,865
15	TD Ameritrade *5967	J	31-Mar-23	Stmnt	39,846			39,846		39,846
16	National Financial Services LLC *1929	H	31-Mar-23	Stmnt	40,696			40,696		-
17	I-Bonds	H			10,000			10,000		10,000
18	I-Bonds	W			10,000			10,000		-
19	Coinbase	H	31-Mar-23	Stmnt	698			698		698
20	Wealthfront Investment Account *4W8F	H	31-Mar-23	Stmnt	10,023			10,023		10,023
21	Total Brokerage Accounts				\$ 367,128	\$ -	\$ -	\$ 367,128	\$ 61,417	\$ 305,711
22	Retirement Accounts									
23	NestEggs Retirement 401K	H	31-Mar-23	Stmnt	460,252			460,252	230,126	230,126
24	NestEggs Cash Balance Plan	H	31-Mar-23	Stmnt	153,779			153,779	76,890	76,890
25	Exclusive Advisors NFS/FMTC IRA *0235	H	28-Feb-23	Stmnt	33,660			33,660	16,830	16,830
26	CIM REIT IRA *3595									
27	FS Energy IRA									
28	Farther IRA (Pershing) *1605	H	31-Mar-23	Stmnt	241,265			241,265		241,265
29	Farther IRA (Pershing) *1613	W	31-Jul-23	Stmnt	19,941			19,941		19,941
30	Vaic 403B	W - NM	5-Mar-22	per H worksheet	20,000			-		-
31	Tax effect 25%				(232,224)			(227,224)	(80,961)	(146,263)
32	Total Retirement Accounts				\$ 696,673	\$ -	\$ -	\$ 696,673	\$ 242,884	\$ 438,789

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Line No.	Description	Title	Valuation Date	Source	Selected Value	NONMARITAL		PROPOSED DISTRIBUTION		
						NonMarital Husband	NonMarital Wife	Selected Marital Value	To Husband	To Wife
33	Residences / Real Property									
34	404 1 Barcelona Ave, Jacksonville, FL 32207	J	9-Jun-23	Appraisal	830,000			List and sell house - H to pay carrying costs	415,000	415,000
35	V/A Mortgage	J	2-Mar-23	stmt	(466,739)				(233,370)	(233,370)
36	closing costs 7%	J			(58,100)				(29,050)	(29,050)
37	Total Residences				\$ 305,161	\$ -	\$ -		\$ 152,581	\$ 152,581
38	Business									
39	Teixeira Properties LLC (H=50%; W=50%)	J	31-Mar-23	BPB calc	508,900				508,900	
40	2099 Park St, Jacksonville, FL 32204	TP								
41	Wells Fargo SBA Loan *5386	TP								
42										
43	South Atlantic Systems Group Inc (H=100%)	H	31-Mar-23	BPB calc	1,633,600				1,633,600	
44	Aero Tex LLC	SAS								
45	Beech Bonanza (Aiplane)	Aero Tex		est						
46										
47	Total Businesses				\$ 2,142,500	\$ -	\$ -		\$ 2,142,500	\$ -
48	Vehicles									
49	Toyota 4Runner	TBD								
50	Subaru Outback	TBD			10,717		To Daughter		10,717	
51	Lexus RX350	W-NM			9,985	-				
52	Chrysler 200	W-NM			2,000					2,000
53	Winebago	TBD			90,000					90,000
54										
55	Total Vehicles				\$ 112,702	\$ -	\$ -		\$ 100,717	\$ 90,000

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WORK PRODUCT - FOR DISCUSSION AND SETTLEMENT PURPOSES ONLY

Line No.	Description	Title	Valuation Date	Source	NONMARTIAL		PROPOSED DISTRIBUTION		
					Selected Value	NonMarital Husband	NonMarital Wife	Selected Marital Value	To Husband
56	Other Assets								
57	Furniture and fixtures	J			TBD		Divide equally		
58	Furniture - dining room table, bar, buffet, grey bedroom furniture	H-NM			TBD	TBD	To Husband		
59	Jewelry - Husband	H			TBD		To Husband		
60	Jewelry - Wife - Underwoods Bracelets and Earrings	W			TBD		To Wife		
61	Lincoln IUL *5343	H	15-Mar-23	Strnt	126,985		126,985		
62	Protective Life Insurance Company *4889	H	23-Jun-22	Strnt	-				
63	Protective Life Insurance Company *4881	W	25-Nov-22	Strnt	-				
64					\$ 126,985	\$ -	\$ 126,985	\$ -	
65									
66	TOTAL ASSETS				\$ 4,238,358	\$ -	\$ 4,211,373	\$ 3,202,557	\$ 1,008,816
67	LIABILITIES								
68	Credit Cards								
69	Wells Fargo Overdraft Visa *2842	H	14-Mar-23	Strnt	53		53		
70	American Express Platinum Card *5001	H	27-Mar-23	Strnt	5,063		5,063		
71	Barclay Ring Mastercard	J			TBD		TBD		
72	Citibank Aadvantage Mastercard *5951 (fka *7010)	H	20-Mar-23	Strnt	1,527		1,527		
73	Capital One Quicksilver Mastercard *2654	W	25-May-23	Strnt	1,236		1,236		
74									
75	2023 Federal Income Taxes				TBD		Each file separately		
76									
77	TOTAL LIABILITIES				\$ 7,879	\$ -	\$ 6,643	\$ 1,236	
78									
79	TOTAL NET WORTH				\$ 4,230,479	\$ -	\$ 4,203,494	\$ 3,195,914	\$ 1,007,580
80	Equalizing Amount						50%	(1,094,167)	1,094,167
81	Equalized Net Worth						\$ 2,101,747	\$ 2,101,747	\$ 2,101,747

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