

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA

IN RE: THE MARRIAGE OF

KEITH R. MAISEL,

Petitioner/Husband

CASE NO.: 2011 DR 000765 NC

and

THERESA MAISEL,

Respondent/Wife.

FILED IN OPEN COURT THIS 30 DAY OF August, 2012
KAREN E. RUSHING, CLERK OF COURT

BY: [Signature] DEPUTY CLERK

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT MADE this 15 day of August, 2012 by and between THERESA MAISEL, hereinafter referred to as the "Wife", and KEITH R. MAISEL, hereinafter referred to as the "Husband."

WITNESSETH:

WHEREAS, the parties to this Agreement were married to each other on September 5, 1987 in Peoria, Illinois and

WHEREAS, there were no minor children of the marriage and the Wife is not now pregnant, and

WHEREAS, both of the parties are over the age of 18 years. Neither party is, nor has been within a period of thirty (30) days immediately prior to the filing date, a person in the active military service of the United States as defined by the Servicemembers Civil Relief Act of 2003, as amended.

WHEREAS, the parties have agreed to an equitable division of the properties accumulated during the marriage and desire to settle their respective marital property rights as set forth herein.



"A"

[Signature]

[Handwritten mark]

NOW THEREFORE, in consideration of these premises and in pursuance thereof, the parties do hereby covenant, promise and agree as follows:

SEPARATE LIVES: The parties shall, at all times hereafter, continue to live separate and apart, free from interference by each other. Except as provided herein, each party may live in such place or places as he or she shall elect, and each shall be free from the control and authority of the other. Neither of the parties hereto shall, in any way or manner, annoy, molest, disturb, or otherwise interfere with the other party, or his or her separate affairs, businesses, conduct and property.

PLEDGE OF CREDIT: Neither party shall pledge or engage the credit of the other. From the date of this Agreement, neither party shall incur any debt or obligation for either of them, or for any other person, for which the other party may be in any way liable. Each party shall hold the other party harmless from any such debt or obligation and shall indemnify the other from any costs or expenses he or she might in the future incur because of the debt or obligation. Except as may be set forth expressly herein to the contrary, each party shall further indemnify and hold harmless the other from any debt incurred by that party during the marriage.

SPOUSAL WAIVERS AND MUTUAL RELEASE:

A. Each party releases the other from all claims or demands he or she may have up to the date of this Agreement. Except as otherwise provided, each party waives and relinquishes all rights that he or she may have or hereafter acquire to inherit under any Will or Codicil of the other party now in effect; to share in the other party's estate under the laws of descent and distributions, including elective share or augmented elective share; or to act as personal representative of the other party's estate.

B. Unless specifically reserved and set forth in this Agreement, each party hereby waives, relinquishes and releases:

1. All rights and claims in or to the Separate Property of the other.

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2. All rights of dower, courtesy, intestate share, pretermitted share exempt property and family allowance pursuant to Chapter 732, Florida Statutes or equivalent law of other jurisdictions;
3. All claim to an elective share and augmented elective share, pursuant to Sections 732.201-732.2155, Florida Statutes or equivalent law of other jurisdictions;
4. Any and all claims and statutory rights that would inure to the surviving spouse upon the predeceased spouse's death;
5. Any preference in appointment as personal representative of an intestate estate pursuant to Chapter 732, Florida Statutes or equivalent law of other jurisdictions;
6. All rights to share in the estate of the other under the laws of the succession of this state or any other state wherein either party may hereafter be domiciled or own property, except when necessary to satisfy the financial obligations of this Agreement.
7. Any homestead rights pursuant to Section 732.401, Florida Statutes.
8. The right to serve as executor, administrator, or personal representative of the estate of the other party, except by will or codicil to a will hereafter made;
9. The right to contest the other party's estate.

SUBSEQUENT DISSOLUTION OF MARRIAGE: Nothing contained in this Agreement shall be construed to prevent either party from instituting an action for dissolution of marriage in any competent jurisdiction against the other, subject to the following:

A. In any dissolution of marriage action, neither party shall make any claim for spousal support, either temporary or permanent, other than that contained in this Agreement.

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B. No Final Judgment of Dissolution of Marriage obtained by either party subsequent to the date of this Agreement shall in any way effect this Agreement being unconditionally and irrevocably binding upon the parties hereto.

C. This Agreement may be offered in evidence by either party in any dissolution of marriage action, and, if acceptable to the Court, shall be incorporated by reference in such Judgment as may be rendered; however, notwithstanding incorporation in this Judgment, this Agreement shall not be merged in it, but shall survive the Judgment and be binding upon the parties for all time.

ENTIRE UNDERSTANDING: Each of the parties hereto understands and agrees that the parties have incorporated into this Agreement their complete understanding and agreement; that this agreement consisting of the entire contract of the parties and supersedes any and all prior understandings between them on the subjects covered in this Agreement, and that the parties agree that no statements, conversations, agreements, understandings, representations or other matters of whatsoever character which have heretofore occurred or transpired between them, except as expressly set forth herein, shall have any force or effect.

Any failure of Wife or Husband to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as waiving his or her right to enforce its terms and conditions. No modification or waiver of the terms or conditions of this Agreement shall be valid unless made in writing, signed by both parties, notarized and witnessed by two witnesses. Any such future modification or waiver shall be attached to this Agreement.

REPRESENTATIONS: The parties represent to each other as follows:

A. That each party has carefully read this Agreement in its entirety and believes it to be fair and reasonable.

B. Each party fully understands the facts set forth in this Agreement and his or her legal rights or obligations and each is signing this Agreement freely and voluntarily, without force or coercion from any party or person, intending to be bound by it for all time.

C. Each understands and agrees that this Agreement constitutes the entire contract of the parties. It supersedes any prior understandings or agreements between them upon the subjects covered in this Agreement. There are no representations or warranties other than those set forth in it.

D. Each of the parties represents and states, each to the other, that each has made a full, frank and complete financial disclosure to the other of his or her assets, liabilities, income and expenses prior to their execution of this Agreement and each party is satisfied as to the completeness and accuracy of the disclosure of the other party's financial condition.

E. In the event of reconciliation, the parties understand that matters dealing with property division shall continue to be binding unless agreed to otherwise in writing.

DOCUMENTS: Each party agrees that he or she will promptly sign, execute and deliver any and all documents, instruments, and papers that may be requested, required, or necessary to fulfill the terms of this Agreement or to record it.

AGREEMENT TO BIND HEIRS: The provisions of this Agreement shall be binding upon the respective heirs, next of kin, personal representatives, administrators and assigns of the parties hereto.

EQUITABLE DISTRIBUTION OF ASSETS AND LIABILITIES: The parties own that certain real property located at 960 Tangled Oaks Drive, Sarasota, Florida 34232, which they own by tenants by the entireties. It is encumbered by two (2) mortgages. The first mortgage has an approximate principal balance of \$113,500.00 and the monthly payment is approximately \$1,115.00. The home equity line of credit has an approximately principal balance of \$83,500.00 and the monthly payment is approximately \$200.00. The parties are both jointly obligated on the promissory notes and mortgages. The taxes and insurance on the property are escrowed and are included in the first mortgage payment. The Husband shall convey all right, title and interest in and to the home to the Wife. The

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Wife shall assume, pay and hold the Husband harmless as it relates to the first and second mortgages. The Wife agrees to pay all payments of principal, interest, taxes and insurance on the property when due. In the event that the Wife fails to maintain the property and in the event that she becomes more than thirty (30) days behind in the payment of the first and/or second mortgage or fails to maintain the escrow balances required to cover the taxes and the insurance, the parties agree that the Court will retain jurisdiction to order a partition sale of the property. Any action regarding the enforcement of this provision shall be in the dissolution of marriage case. The Husband shall also have the option of retaking possession of the premises and the Wife shall vacate the residence. In such event, the Wife agrees to quit claim the property to the Husband. The Court retains jurisdiction to fashion an appropriate equitable remedy, including but not limited to, having the Wife vacate the marital residence and ordering the Wife to convey the property back to the Husband in the event of her default under the terms and conditions of this Agreement, or for the Court to order the property sold.

Lot 7, TANGLED OAKS SUBDIVISION, as per plat thereof recorded in Plat Book 26, Page 34, of the Public Records of Sarasota County, Florida.

Parcel ID Number: 4403-0002

EQUITABLE DISTRIBUTION OF OTHER ASSETS AND LIABILITIES: Each party will assume, pay and hold the other harmless for any and all credit card debt or other unsecured debt that is in that parties' name. The Wife shall receive the Town & Country mini van and the 1987 MGB which the Husband shall convey to her. The Husband shall receive the 1968 Mustang and the 1997 Buick. The parties have previously separated all of their savings accounts, checking accounts or other cash depository accounts and the Wife shall maintain her own checking account/savings account and the Husband shall maintain his own checking account/savings account. The Husband shall receive certain items of tangible personal property located in the marital home. The parties have mutually agreed to these items. In the event of any dispute, the Court will reserve jurisdiction to fashion an appropriate remedy.

The Husband shall have the right to utilize the garage that is part of the marital home for one (1) year for the use of storage of his tangible personal property. The Wife shall also have the right to store her tangible personal property in the garage. The Husband shall have the ability to access the garage with reasonable advance notice to the Wife for the purpose of storing or removing any of his items of tangible personal property. The Husband shall pay to the Wife the sum of \$100.00 per month as a storage fee for so long as he is utilizing the garage for storage.

RETIREMENT: The Wife has a small IRA account with an approximate balance of \$3,000.00. The Wife shall receive said account free and clear of any claim of the Husband. The Husband has a defined contribution plan administered by Nationwide Retirement Solutions with an approximate balance of \$96,617.97 as of June 30, 2012. The parties will divide said account and the Wife shall receive a greater than equal share of said account in consideration for the terms and conditions as they relate to spousal support. The Wife shall receive \$94,548.00 from said account. The Court will retain jurisdiction to enter a Qualified Domestic Relations Order (QDRO) and the parties will equally share the cost of the same.

In addition, the Husband has a retirement plan through FRS (Florida Retirement System). The Wife's interest in the account as of the date of the filing of the Petition for Dissolution of Marriage is \$912.70 a month. This represents one-half (1/2) of Option 1 as per the attached document (Exhibit "A"). The Husband also has the option at retirement of taking a lump sum from the FRS. In the event that the Husband takes a lump sum, the Wife's present interest in said lump sum is \$161,674.00. At the time of the Husband's retirement in his sole and absolute discretion, he may either take the monthly retirement benefit, in which event the Wife shall receive \$912.70 a month or may take the lump sum payment, in which event, the Wife shall receive \$161,674.00. The Court will reserve jurisdiction to enter any such orders as may be required to protect the Wife's interest in said account.

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WIFE'S PAYMENTS FROM HER SHARE OF RETIREMENT FUND: The Wife is receiving \$94,548.00 from the Nationwide retirement account. From said account the Wife shall make a limited liquidation and pay the following:

- (A) \$3,000.00 to Phyllis Maisel.
- (B) \$1,500.00 to Jordan L. Wallach, P.A.
- (C) \$2,000.00 to Faith Lodder, Esquire

Said liquidation and payments shall be made forthwith and as soon as possible following the transfer of funds to her by QDRO (Qualified Domestic Relations Order).

SPOUSAL SUPPORT: The parties were married to each other on September 5, 1987. The Wife shall receive periodic alimony in the amount of \$700.00 per month commencing September 1, 2012 and continuing each month thereafter. Said spousal support shall terminate on the death of the Husband or the death of the Wife, the remarriage of the Wife or the maintaining a supportive cohabitative relationship with a non-related third party. Said sum shall also terminate on the Husband's retirement. Said spousal support shall be includable in the Wife's income and deductible by the Husband.

REPRESENTATIONS OF THE PARTIES: The Husband hereby represents and states to Wife that he has retained the law office of Jordan L. Wallach, P.A. as his legal counsel regarding the preparation and effect of this Agreement. The Wife hereby represents and states to the Husband that she has retained the law office of Faith Z. Lodder as her legal counsel regarding the preparation and effect of this Agreement.

TAXADVICE: Each party understands that there may be certain tax consequences as a result of the parties' entering into this Agreement and each should consult with a tax attorney or certified public accountant to satisfy himself or herself of the tax consequences prior to his or her execution of this Agreement. Both parties agree that, with respect to any property received by the other in connection with the equitable distribution herein, the party who has received or is to receive the property shall be responsible for any taxes or liquidation/transfer of ownership fees incurred as a result of subsequent sale or liquidation

of that property. Neither party to this action has received tax advice from either Jordan L. Wallach or Faith Z. Lodder. Neither attorney has rendered or given any tax advice and both parties are advised to obtain independent tax advice as to the tax ramifications regarding the tax implications of this Marital Settlement Agreement.

FUTURE DEBTS: From the date of this Agreement, neither party shall incur any debt or obligation for either of them, or for any other person, for which the other party may be in any way liable, except as herein provided. Each party shall hold the other harmless from any such debt or obligation and shall indemnify the other from any costs or expenses he or she might in the future incur because of the debt or obligation. Except as may be set forth expressly herein to the contrary, each party shall further indemnify and hold harmless the other from any debt incurred by that party during the marriage.

ACTS NECESSARY TO CARRY OUT THIS AGREEMENT: Wife and Husband agree to perform all of those acts and to execute all of those instruments necessary to give effect to this Agreement. Each of the parties hereto shall hereafter execute any and all instruments necessary to carry out the terms of this Agreement.

SOCIAL SECURITY BENEFITS: Nothing contained in this Agreement is intended to waive either of the party's right to be allowed to receive social security benefits from the other party, if he or she should otherwise be eligible.

JOINT AGREEMENT: This Agreement is the result of joint negotiations of Wife and Husband and shall not be more strictly construed against either party in the event of a disagreement concerning the terms and conditions of the Agreement.

AGREEMENT MAY BE USED IN MARITAL PROCEEDING: Wife and Husband agree that this Agreement may be offered into evidence by either party in any proceeding for dissolution of marriage and, if acceptable to the Court, the Court shall adopt, approve and ratify the Marital Settlement Agreement and incorporate same into a Final Judgment of Dissolution of Marriage; however, this Agreement will not become merged in any Final Judgment of Dissolution of Marriage, but shall survive same and be binding on the parties for all times. This Agreement shall be binding on the parties' successors, heirs and assigns.

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RECONCILIATION: Subsequent reconciliation of the parties shall not void this Agreement. All terms and conditions set forth in this Agreement shall remain in full force and effect.

INDEMNITY: Each party shall save and hold harmless the other party from any past, current or future liability on any expense or charge arising out of or in connection with the acquisition, purchase, financing, ownership or possession of any property received by the indemnifying party as a result of this Agreement, or arising out of or in connection with any debt or liability assumed by that party as a result of this Agreement. This indemnity shall include any funds expended by the party indemnified in full or partial satisfaction of any such liability, all costs in connection therewith, whether or not taxable in court, attorney's fees in defense of the claim or in enforcement of this provision, whether suit be brought or not, including attorneys' fees on appeal, and interest at the statutory rate on any funds so expended.

BANKRUPTCY: The bankruptcy or the filing of any petition in bankruptcy under any of the provisions of the existing or any future bankruptcy law by either party shall not operate to discharge any of the party's obligations hereunder. If for any reason, such obligations are held to be discharged, irrespective of this paragraph, then each party acknowledges and agrees that such discharge would constitute a substantial change in circumstances, which would give the other party the right to seek a modification of this Marital Settlement Agreement. If either party claims any rights under the bankruptcy laws of the United States, he or she must notify the other of the claim in writing within three (3) days of filing of the bankruptcy petition. The notification must include the name, address and telephone number of the attorney, if any, representing the party claiming bankruptcy and the court in which the petition was or will be filed.

COMPLETE AGREEMENT: Each of the parties hereto understands and agrees that the parties have incorporated into this Agreement their complete understanding and agreement; this Agreement constitutes the entire contract of the parties and supersedes any and all prior understandings between them on the subjects covered in this

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Agreement, and that the parties agree that no statements, conversations, agreements, understandings, representations or other matters of whatsoever character which have heretofore occurred or transpired between them, except as expressly set forth herein, shall have any force or effect.

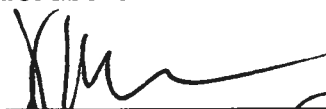
WAIVER AND MODIFICATION: Any failure of Wife or Husband to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as waiving his or her right to enforce its terms and conditions. No modification or waiver of the terms of conditions of this Agreement shall be valid unless made in writing, signed by both parties, notarized and witnessed by two witnesses.

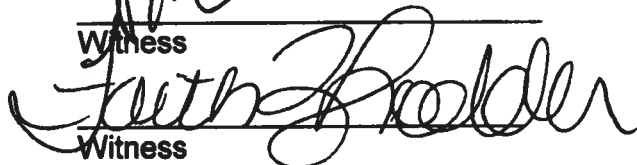
ATTORNEY'S FEES AND COURT COSTS: Each party shall bear their attorney's fees and court costs in connection with the preparation of this Agreement and in connection with the pending dissolution of marriage action.

PREVAILING PARTY ATTORNEY'S FEE PROVISION: In the event either party files suit or otherwise commences litigation in order to enforce this Agreement, or any provision of it, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs arising from each such suit or litigation, including reasonable attorney's fees and court costs in any appellate action.

CONSTRUCTION: This Agreement is executed and delivered and shall be performed in the State of Florida, shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.



Witness


Witness



THERESA MAISEL


NOTARY PUBLIC
STATE OF FLORIDA
JORDAN L. WALLACH
MY COMMISSION # DD 834441
EXPIRES: December 16, 2012
Bonded Thru Budget Notary Services

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STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, an officer duly authorized to administer oaths and take acknowledgments, personally appeared THERESA MAISEL personally known to me or who has produced FLDL as identification, who after being duly sworn, swears and affirms that she has read and executed the foregoing and the contents thereof are true and accurate and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and seal this 15 day of August, 2012.



JORDAN L. WALLACH
MY COMMISSION # DD 834441
EXPIRES: December 16, 2012
Bonded Thru Budget Notary Services

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

[Signature]
Witness

[Signature]
KEITH R. MAISEL

[Signature]
Witness

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, an officer duly authorized to administer oaths and take acknowledgments, personally appeared KEITH R. MAISEL personally known to me or who has produced FLDL as identification, who after being duly sworn, swears and affirms that he has read and executed the foregoing and the contents thereof are true and accurate and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and seal this 15 day of August, 2012.



JORDAN L. WALLACH
MY COMMISSION # DD 834441
EXPIRES: December 16, 2012
Bonded Thru Budget Notary Services

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

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**FLORIDA RETIREMENT SYSTEM PENSION PLAN
MEMBER ANNUAL STATEMENT
AS OF
JUNE 30, 2011**

Name: KEITH R MAISEL

Birth Date: 07/21/1960

SSN: [REDACTED]

Primary Beneficiary (see page 3): You have designated your beneficiary to be in accordance with the law. Please see page 3 for statutory requirements on By Law designations.

<u>Membership Class</u>	<u>Years of Service</u>	X	<u>Percent Per Year</u>	=	<u>Accrued Percent</u>	X	<u>Average Final Compensation(AFC)</u>
Special Risk	14.08		3.00		42.24		\$65,525.89
Total	<u>14.08</u>				<u>42.24</u>		

At normal retirement, your Option 1 monthly benefit equals the Total Accrued Percent multiplied by the AFC, then divided by 12 months. The AFC above is the average of your 5 highest fiscal years' salary through June 30, 2011. The fiscal year is July 1 through June 30.

The AFC for benefit projections reflects the uncertainty of salary increases during this fiscal year due to the current budget situation facing our participating employers. For the first fiscal year of the projection, no increase in the AFC is included. After that one-year period, the projected AFC is increased 2% per year for estimate projections. The 2% increase is a conservative percentage compared to the long-term average salary growth rate for all FRS members over their career.

Because you have not reached normal retirement, your benefit is reduced 5% for each year you are under age 55. If you terminated your employment on June 30, 2011 and retired July 1, 2011, your early monthly retirement benefit would be:

Option 1 \$1,845.21

Option 2 \$1,820.32

Assuming you are continuously employed in your current retirement plan through the end of the fiscal year in which you reach normal retirement age of 55, your estimated monthly benefit based on 18.08 years of creditable service and retirement effective July 1, 2015, will be:

Option 1 \$3,143.05

Option 2 \$3,078.55

An Option 1 monthly benefit is a lifetime benefit for you with no continuing benefit to your beneficiary. An Option 2 monthly benefit is a lifetime benefit for you, but if you die sooner than 10 years from your retirement date, your beneficiary receives the benefit for the rest of that 10-year period. You may be eligible to select Option 3 or 4, which provides a continuing lifetime benefit to a qualified beneficiary upon your death. Please see "Pension Plan Payment Options" on page 4.

This statement and calculations of your estimated retirement benefit are based on unverified data and are only approximations of the amount you would receive upon retiring. While we have made every effort to make this statement as accurate as possible, please understand the statement does not have the force and effect of law, rule, or regulation governing benefit payments. If any difference or error occurs, the law will take precedence in determining how we calculate your benefit.



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