

**IN THE SUPERIOR COURT OF DEKALB COUNTY
STATE OF GEORGIA**

MELISSA CONRAD-ALAM,

Petitioner,

v.

ASIM ALAM,

Respondent.

CIVIL ACTION

FILE NO. _____

SETTLEMENT AGREEMENT WITH MINOR CHILDREN

This is an agreement between (referred to here as “Wife”) and (referred to here as “Husband”). The parties are married but are currently separated; and They have minor children together, Asim Conrad Alam, III, born on December 30, 2017. The parties have agreed to settle between themselves all questions of custody, visitation, child support, insurance, alimony, division of property, debts and all other rights and obligations arising out of their marital relationship. A copy of the terms of those mutual agreements are set forth here as Exhibits A and B.

The parties hereby acknowledge and agree that they freely and voluntarily entered into the attached agreements and intend to have such agreements incorporated into a Final Judgment and Decree for Divorce in the above-styled case.

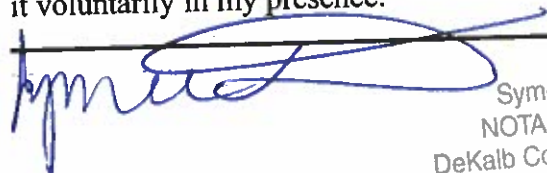
Melissa Conrad-Alam



Asim Alam

Wife appeared before me on November __, 2020, and said under oath that she had read this agreement, understood it, and was signing it voluntarily in my presence.

Husband appeared before me on ~~November~~ ^{December} 15, 2020, and said under oath that he had read this agreement, understood it, and was signing it voluntarily in my presence.



Symone Davis
NOTARY PUBLIC
DeKalb County, GEORGIA
My Comm. Expires 06/12/2024

EXHIBIT A

Marital Settlement Agreement

MARITAL SETTLEMENT AGREEMENT

This MARITAL SETTLEMENT AGREEMENT (this "Agreement") is made on this ___ day of September 2020 by and between Melissa Anne Conrad-Alam ("Wife") and Asim Aziz Alam ("Husband") Wife and Husband maybe collectively referred to throughout as "Parties" or each as a "Party".

RECITALS

WHEREAS, the Parties were married on December 21, 2012 in the city of Savannah, the State of Georgia;

WHEREAS, the Parties now mutually desire to dissolve the marriage and agree to live permanently separate and apart from each other, as if we were single;

WHEREAS, the Parties have made a fair, accurate, and complete disclosure to each other regarding all financial and property matters pertaining to this Agreement, as contained in Exhibit A;

WHEREAS, the Parties agree that the subject of this Agreement shall be limited to the division of property and to the future financial obligations between the Parties;

WHEREAS, the Parties agree that legal and physical custody, along with visitation rights, in relation to their minor child, Asim Conrad Alam, III, shall be addressed in a separate agreement and not made contingent on the provisions herein;

WHEREAS, the Parties mutually intend this Agreement to be a final disposition of the disposition of property and financial matters and that this Agreement be incorporated into any subsequent FINAL JUDGMENT AND DECREE OF DIVORCE;

NOW THEREFORE, in for good and sufficient consideration and on account of the mutual obligations and covenants herein, the Parties hereby agree as follows:

AGREEMENT

1. DISPOSITION OF REAL PROPERTY AND PAYMENT OF MARITAL DEBTS.

a. Listing Marital Home for Sale: The Parties agree that they shall each use their best efforts to ensure that the marital home with the address of 4001 Elmscourt Drive, Stone Mountain, Georgia (the "Marital Home") be listed with realtor, Jim Walls, placed for sale no later than October 1, 2020 at a listing price between \$200,000-215,000 unless the Parties mutually agree to modify these terms.

b. Preparation of Marital Home for Sale: The Parties agree that to use their best efforts to adequately prepare the Marital Home for sale by executing the agreed upon list of improvements, which is attached hereto as Exhibit B and in an amount not to exceed \$12,500 (the "Home Improvement Costs"). The Parties further agree that they shall borrow the funds to pay for such Home Improvement Costs from the Wife's mother, Ann M. Conrad, which shall be repaid in accordance with Section 1.c below.

c. Disposition of Proceeds and Payment of Marital Debts: The Parties further agree that upon the sale of the Marital Home, the proceeds from such sale, less the closing costs and mortgage payoff shall be distributed as follows:

i. First, repay in equal priority:

1. Repay Wife's mother, Ann M. Conrad the Home Improvement Costs actually expended;
2. Pay to Husband's mother, Birjees J. Alam \$4,000 for her original down payment on the home; plus,

3. Pay to Husband's mother, Birjees J. Alam an amount sufficient to cover her potential capital gains, which shall be calculated in accordance with the tax rules, such that the amount shall be equal 15% of the Sales Price (less closing costs) less the Purchase Price of \$100,000 plus any improvements on the property, including the \$3,900 for the HVAC replacement in June 2020 and any additional improvements made prior to the sale of the Marital Home, unless this formula is altered in accordance with advice from a licensed accountant.

ii. Second, pay off marital debts in the following order:

1. Car loan for 2014 Acura MDX held by Bank of America;
2. Jointly held Discover Card;
3. Husband's Master Card; and,
4. Joint debt in the Debt Management Plan administered by Consumer Credit Services of Savannah. See Exhibit C.

If the sale proceeds from the sale of the Marital Home are insufficient to repay the debts provided for in paragraph iii above, then the remaining debt shall become the sole property and obligation of Wife. For avoidance of doubt, Wife's student loan is explicitly excluded.

2. **SPOUSAL SUPPORT.** The Parties agree that neither shall be obligated to provide spousal support to the other.

3. **CHILD SUPPORT AND EXPENSES.**

a. Wife hereby waives any and all rights to claim payment of any child support unless and until any of the following events occur:

i. Husband obtains gainful employment earning a taxable income not less than \$68,000 per year;

ii. Wife's income is involuntarily reduced below \$75,000 per year as a result of loss of employment, lay off, reduction in salary, or disability.

b. Each event listed in i-ii above shall be deemed a "Triggering Event." If a Triggering Event occurs, the Party experiencing that Triggering Event shall provide not less than 30 days' notice in writing (or email with response as confirmation) to the other Party of the occurrence of that Event. At the end of that 30 day period, the Parties shall use the state of Georgia's current child support guidelines to determine an appropriate amount of child support to be paid by Husband on a going forward basis in light of the Parties' respective incomes and expenses, and the child's current needs.

c. The above notwithstanding, Wife hereby agrees to be solely responsible for any and all expenses of raising the minor child, including without limitation, provision of any and all health insurance, medical expenses (both routine and catastrophic), costs of schooling and childcare, housing costs, food and, all other related expenses.

d. In the event Husband obtains a lump sum payment of any type with proceeds exceed \$10,000 after Husband pays any debts he is responsible for at the time the lump sum payment is earned, the Parties agree to revisit and discuss any appropriate changes to the then-existing child support obligations;

e. Notwithstanding anything in this Section 3, Husband shall be responsible for all routine and ordinary incidental expenses incurred while the child is in his care, such as food and activities.

4. **FINANCIAL UNRAVELING.** The Parties agree that their current shared financial accounts shall be unraveled as follows:

a. **Joint Checking and Savings Account:** The Parties agree that Wife shall retain all funds currently deposited and that may be deposited in the future in their joint checking and savings accounts at Georgia's Own Credit Union, with a current joint balance of approximately \$1500 (excluding \$15,000 deposited by Wife's mother as a loan for the Home Improvement Costs, which shall be paid and repaid in accordance with Section 1 above). Husband shall retain access to the account until the Marital Home has been listed for sale for the sole purpose of retaining access to funds to pay for such Home Improvement Costs. After the home is listed, Husband shall no longer have access to those accounts.

b. **Husbands SSDI Account:** The Parties agree that Husband shall retain all funds currently deposited or that may be deposited in the future in his U.S. Direct Express account which represent amounts paid on account of Husband's Social Security Disability award.

c. **Cell Phone, Car Insurance, Other Shared Accounts:** Husband agrees that his name and his mother shall be removed from all joint bank accounts, the car insurance policy and cell phone plan as of October 1. Wife shall use diligent efforts to remove Husband's name on any shared accounts (except for prepaid accounts as noted *infra*), such as credit cards, bank accounts, utilities, internet and television services, etc. Husband shall not be liable for any amounts owed on shared accounts and Wife shall not be liable for Husband or his mother's car insurance or cell phone charges after such date.

d. **Other Responsibilities:** The Parties agree to work together in good faith to cooperate together to resolve any additional issues that may arise in relation to unraveling shared accounts or financial responsibilities, such as having Husband independently listed as a point of contact for child's doctor and school and removing Husband's name from other accounts as necessary.

5. **PERSONAL PROPERTY.**

a. **Vehicles:** The Parties agree that Wife shall retain sole legal title and ownership to the 2014 Acura MDX and that Husband shall retain sole legal title and ownership to the 2010 Volkswagen Jetta which were purchased during the marriage. Wife agrees to execute all documents necessary to effectuate such transfer of sole title in such vehicle to Husband.

b. **Closed Audible Account and Photos:** Wife agrees that Husband shall have equal and joint access to any purchases of prepaid services or accounts made during the marriage, such as Costco membership, Amazon Prime, and of audiobooks on the account of Audible.com and Husband shall have ongoing access to any and all photos, whether professional or amateur, of their child. The Parties also agree to establish a joint repository for digital photos, such as a shared Google Photos account, and agree to use good faith efforts to deposit photos of their child into such repository on an ongoing basis.

c. **Other Personal Property:** The Parties agree to work together in good faith to resolve any other issues or disputes that may arise as to personal property located in the Marital Home. Any disagreement or conflict shall have no bearing on this Agreement.

6. **MISCELLANEOUS.**

a. **Acknowledgment of Settlement.** The Parties acknowledge that (a) the consideration set forth in this Agreement in Sections 1 through 5 is in full settlement of all claims or losses of whatsoever kind or character that they have, or may ever have had, against the other Party, in relation to the joint property, financial obligations, debt, or other related matters arising out of the marriage (the "Marital Issues"), except as related to all decisions related to the legal and physical custody of their child and any visitation rights relating to the child, and (b) by signing this Agreement, and accepting the consideration provided herein and the benefits of it, they are giving up forever any right to seek further monetary or other relief from the other Party for any acts or omissions arising from or relating to these Marital Issues now and in the future.

b. No Admission of Liability. The Parties acknowledge that the consideration paid and given under this Agreement was agreed upon as a compromise and final settlement of the Marital Issues and that such consideration is not, and may not be construed as, an admission of liability by any Party and is not to be construed as an admission that any Party engaged in any wrongful, tortious, or unlawful activity.

c. Agreement is Legally Binding. The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs, and estates. Moreover, Wife's mother and Husband's mother are third-party beneficiaries of this Agreement entitled to enforce their rights as set forth in Section 1 hereof.

d. Entire Agreement. The Recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties, and supersedes all prior negotiations and/or agreements, proposed or otherwise, written, or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the Parties hereto nor shall any modification of this Agreement be valid if entered within six months prior to or following any modification to the child custody agreement.

e. Interpretation. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, this Agreement shall not be construed against either Party as the author or drafter of the Agreement.

f. Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Georgia.

g. Effect of Breach. The Parties agree that in no event shall this Agreement or any breach hereof or default hereunder shall impact, alter, or modify any agreement by the Parties in relation to the legal or physical custody of their child or either Parties' rights to visitation with their child.

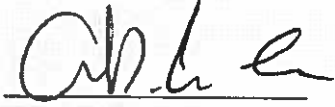
h. Jointly Drafted. In entering into this Agreement, the Parties acknowledge that they have jointly and equally drafted this Agreement and as such, nothing herein shall be construed against either Party as the drafter. Following the execution of this Agreement and the Child Custody Agreement, and all costs associated with court filing and obtaining a final divorce decree, the Parties acknowledge and agree that they are solely responsible for paying any attorneys' fees and costs they incurred and that neither Party nor its attorney(s) will seek any award of attorneys' fees or costs from the other Party.

i. Counterparts. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format ("pdf")) by any of the parties hereto and the receiving party(ies) may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. For purposes of this Agreement, any signature transmitted by facsimile or e-mail (in pdf or comparable format) or electronic signature shall be considered to have the same legal and binding effect as any original signature.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.

WITNESS





Melissa Anne Conrad-Alam, Individually

Dated: 9/11/20

WITNESS

Asim Aziz Alam, Individually

Dated: _____

Exhibit A - Comprehensive Disclosure Of Financial Assets, e.g. list plus screenshots of all bank accounts, credit cards, loan statements, et al.

Exhibit B - Home Improvement Costs").

Exhibit C - Debt Management Plan administered by Consumer Credit Services of Savannah

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.


WITNESS

Melissa Anne Conrad-Alam, Individually

Dated: _____

WITNESS





Asim Aziz Alam, Individually

Dated: 9/12/20

Exhibit A - Comprehensive Disclosure Of Financial Assets, *e.g.* list plus screenshots of all bank accounts, credit cards, loan statements, et al.

Exhibit B - Home Improvement Costs”).

Exhibit C - Debt Management Plan administered by Consumer Credit Services of Savannah

Exhibit A - Comprehensive Disclosure Of Financial Assets

Georgia's Own Credit Union | Melissa

Accounts

Accounts | Statements

All Accounts

Deposits: 2 accounts | \$8,020.40

PRIMARY SAVINGS: 800609425080 | \$200.87

Perks+ Checking: 7101301412525 | \$7,819.53

Perks+ Checking | 7101301412525 | Current Balance: \$7,856.30 | Available Balance: \$7,819.53

Transactions | Account Details

SEARCH: [] | Sort By: Default

PENDING TRANSACTIONS

Pending transactions may not be the final amount that posts to account.

DATE	DESCRIPTION	AMOUNT
SEP 15	CAOLA & ROSE LL 11378295 - NET PAY	\$4,921.78
SEP 15	GAS SOUTH BEITLE - UTIL BILL	\$41.78
SEP 14	Card Hold JIMMY JOHNS - 1 JIMMY JOHNS - 1605 DECATUR GAUS	

Georgia's Own Credit Union | Melissa

Accounts

Accounts | Statements

All Accounts

Deposits: 2 accounts | \$8,020.40

PRIMARY SAVINGS: 800609425080 | \$200.87

Perks+ Checking: 7101301412525 | \$7,819.53

PRIMARY SAVINGS | 800609425080 | Current Balance: \$205.87 | Available Balance: \$200.87

Transactions | Account Details

SEARCH: [] | Sort By: Default

PENDING TRANSACTIONS

POSTING DATE	DESCRIPTION	CREDIT	DEBIT	BALANCE
SEP 1	Deposit Transfer from M Conrad Alan K2525	\$200.00		\$205.87
SEP 29	Overdraft Protection Fee		\$5.00	\$5.87
SEP 29	Overdraft Protection WDL		\$4.12	\$1.75

EXHIBIT B - List of Repairs

From: Melissa Conrad-Alam melissaconrad516@gmail.com
Subject: List of Tasks - Sell 4001 Elmscourt
Date: August 29, 2020 at 9:52 PM
To: jim walls jrwalls2@hotmail.com, Asim Alam asimalam1976@gmail.com



Hi both! Thanks again Jim for taking the time to walk through the house with us today. Below is the list of everything we discussed doing to get the house ready for sale. Jim - I will see you tomorrow at the house to get a quote from your painters. Thanks!!!

Interior

1. Paint all walls and trim; paint ceilings in kitchen, dining, and hallway.
2. Refinish hardwoods in Living Room, hallway, and three bedrooms.
- X3. Put in new smoke detectors and carbon monoxide monitors.
- X4. Replace toilets in both bathrooms.
- X5. Fix handles in bathtub in hall bath.
- X6. Replace doors, doorknobs, and hinges.
7. Fix door frame into hallway.
8. Rehang closet doors in master bedroom.
- X9. Replace all light bulbs that are burned out.
- X10. Declutter and remove as much as possible prior to showing.
- X11. Deep clean.
- X12. Realign drainage line from dehumidifier.
13. Paint wall in basement where leak was located.
- X14. Replace or remove broken blinds.

Exterior

- X1. Cut all trees back away from house and clear approximately 5 yards in the backyard.
- X2. Clear underbrush from dog run so back fence is visible.
- X3. Clear of shed in back yard.
- X4. Clear a small path to the back fence.
5. Pressure wash entire house. *and*
6. Trim back all bushes from sides and front of house.
- X7. Fill in hole by end of porch with gravel to cover rebar and then mulch all garden beds.
- X8. Fill in hole in front yard.
9. Remove remaining gutter guards and brackets near porch.
10. Paint porch columns, porch ceiling, and carport ceiling.
11. Replace light in car port.
- X12. Replace screen in front screen door.
- X13. Straighten mailbox.
14. Remove curtain rods from carport.

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Melissa Conrad
Phone: 404-625-7948

Exhibit C - Debt Management Plan administered by Consumer Credit Services of Savannah



7505 Waters Avenue, Suite C-11
Savannah, GA 31406

912-691-2227 800-821-4040 Fax: 912-691-2290

Savannah, Brunswick, Hinesville, Statesboro, & Beaufort, SC

www.cccsavannah.org cccs@cccsov.com

48790

Asim Alam and Melissa Conrad-Alam

Debt Listing w/Payout Estimates

<u>Creditor Name</u>	<u>Account Number</u>	<u>Balance</u>	<u>Regular Pmt</u>	<u>DMP Pmt</u>	<u>DMP APR</u>	<u>Payout Date</u>	<u>Payout Months</u>
Costco Anywhere Card US	4100390085531750	5,223.40	163.00	167.00	0.0990	4/21/2023	32
Chase Master Card & VISA	4640182062960236	1,542.77	93.00	94.00	0.1000	2/7/2022	18
Capital One	5778059075231572	1,782.71	90.00	66.00	0.0190	11/21/2022	27
American Express - Gold Personal	371704107872007	22,725.32	1,118.88	795.00	0.0999	4/21/2023	32
CCCS MONTHLY FEES X0001		40.00	0.00	40.00	0.0000	4/21/2023	32
Totals:		31,314.20	1,464.88	1,162.00			32

IMPORTANT - CCCS OF SAVANNAH CAN NOT GUARANTEE THE TERMS OR LENGTH OF YOUR PROGRAM

Length of program is ESTIMATED. This forecast projection is based on the following:

- 1) Full deposits are made on time every month until plan completion. As individual creditors are paid off, the amounts disbursed to them are disbursed proportionately among the remaining creditors. Your total monthly deposit does not decrease.
- 2) Voluntary concessions made by creditors (interest rate, over-limit charges, late fees, etc.) are maintained for the duration of the plan.
- 3) Your accounts remain in the "CCCS Status" with participating creditors. This necessitates full, timely payments on your part, the retention of this status is likewise contingent upon your creditors not changing their policies or procedures (increasing your interest rate, selling your account to another company/collector, etc.) during your repayment program both of which are beyond our control and your control.
- 4) No further debt is incurred with any creditors.
- 5) Projections/balance totals are estimates and do not include possible late and/or miscellaneous fees, or the monthly CCCS donation.
- 6) All quoted interest rates are, to the best of CCCS' knowledge, the rates charged by the creditor at the inclusion of the debt repayment plan.
- 7) The above creditor information is based on the information provided by you. It may not include all creditors and will need to be verified.
- 8) Your DMP file will be activated when CCCS receives your first payment. At this time, CCCS will submit proposals to your creditors listed on the DMP. Your payment will then be disbursed on your scheduled disbursement date. This allows ample time for your creditors to respond to proposals.

EXHIBIT B

Child Custody Agreement

CHILD CUSTODY AGREEMENT

THIS CHILD CUSTODY AGREEMENT (the "Agreement") is made and entered into by and between Asim Aziz Alam (the "Father") and Melissa Anne Conrad-Alam (the "Mother"), with an effective date of ~~August~~, 2020 (the "Effective Date").

September 19
WA AA

RECITALS

WHEREAS the parties are the parents of Asim Conrad Alam, III ("Conrad"), born on December 30, 2017;

WHEREAS all financial matters relating to the parties separation and divorce are addressed in a separate agreement except to the extent contained herein;

WHEREAS the parties separated on or about August 14, 2020; and

WHEREAS the parties wish to enter into this Custody Agreement in order to settle the care and custody of Conrad (the "child".)

NOW THEREFORE, in consideration of the circumstances and mutual covenants set forth in this Custody Agreement, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. CUSTODY

- (a) The Mother shall have primary physical custody of Conrad and be primary care giver of Conrad. As such, Conrad will reside at the mother's residential address.
- (b) The Mother and Father shall have joint legal custody of Conrad, where the parties shall consult each other and try to reach a joint decision on all significant issues concerning matters of education, health care, extracurricular activities and any other significant matters impacting the welfare of the children.
- (c) Tiebreaker Provision: Generally, the Mother shall have final say on such matters subject to the Father's veto. If the parties are not able to reach a joint decision or otherwise reach a standstill, then either party ("Initiating Party") may use a Tiebreaker Mechanism (the "Tiebreaker Mechanism") on such decision, where the other party ("Other Party") may nominate a parenting coordinator ("Parental Coordinator"), subject to the Initiating Party's objection, who shall be a professional with person with co-parenting and/or family therapy experience, who shall make such decision. If initiating party objects, then Initiating Party shall nominate a Parenting Coordinator subject to the Other Party's objection. This process shall be repeated until both parties agree on the designate Parental Coordinator. The Mother shall bear the cost of any fee for such service payable to

the parenting coordinator, with an annual cap set an amount to be determined in the Parenting Plan. If the annual cap is reached, then the party seeking the use of the Tiebreaker Mechanism shall bear such cost.

(d) Notwithstanding the foregoing, neither party may unilaterally financially obligate the other party in connection with any such decision.

(e) Notwithstanding the foregoing, the Father shall, in every case (except in the event of an emergency), be provided notification and the opportunity to participate in the decision-making process as to any such matters.

2. ACCESS RIGHTS.

(a) In the event of the Mother's death or in the event the Mother is otherwise incapable or unable to perform her responsibilities as custodial parent for Conrad, the Father will assume all such responsibilities as custodial parent.

(b) Notwithstanding anything contained in or implied by the foregoing, and subject to the below provisions pertaining to the Mother's access to Conrad, the Father shall have access to Conrad ("Access") in accordance with the schedule and terms set forth below (or as otherwise agreed between the parties on a per event basis). At such times of the Father's Access, the Father will pick up Conrad from his place of residence, and the Mother will retrieve Conrad at the end of such times of access, and vice versa.

(c) Subject to the limitations set forth below, the Father will have access to Conrad:

- i. every Tuesday, Wednesday and Thursday after Conrad is released from school and until 6:30 p.m., provided that, if Conrad is not in school on one of those days due to the current school schedule, the Father will have access to him from 8:30 a.m. until 6:00 p.m., unless otherwise agreed to by the parties; and,
- ii. every other weekend beginning on Friday until Sunday evening at 6 p.m. (unless the weekend is a 3-day weekend per Conrad's school schedule, in which case Father's access shall be extended until Monday evening at 6 p.m.).

(d) The following shall apply to set forth the other rights of the parties as to access to Conrad and, where applicable, modifies the schedule set forth above, unless the parties mutually agree otherwise:

- i. Father's Day. If the Father would not otherwise have access to Conrad, the Father shall have access to Conrad on every Father's Day from 8:30 a.m. to 6:30 p.m.;

- ii. Mother's Day. Notwithstanding the schedule set forth in Section 2(d), the Mother shall have Conrad on every Mother's Day from 8:30 a.m. to 6:30 p. m.
 - iii. Conrad's Birthday. Notwithstanding the schedule set forth in Section 2(d), each party shall have exclusive access for up to 5 hours on Conrad's birthday; however, the parties agree to use their best efforts to provide joint access to Conrad, including but not limited to any birthday party or celebration being put together for Conrad;
 - iv. Father's Birthday. If the Father would not otherwise have access to Conrad on his birthday, the Father shall nevertheless have access to Conrad for up to 12 hours beginning at a time of the Father's choosing but no earlier than 8:30 a.m.;
 - v. Mother's Birthday. Notwithstanding the schedule set forth in Section 2(d), the Mother shall have access to Conrad for up to 12 hours beginning at a time of the Mother's choosing but no earlier than 8:30 a.m.;
 - vi. Halloween: The Father shall have access for up to 12 hours beginning at a time of the Father's choosing but no earlier than 8:30 a.m. on Halloween on odd-numbered years;
 - vii. Thanksgiving: The Father shall have access for up to 12 hours on Thanksgiving on odd-numbered years;
 - viii. Christmas Eve and Christmas: The Father shall be entitled to participate in any holiday activities planned for Conrad on Christmas Day between the hours of 8 a.m. and noon.
 - ix. Eid: If the Father would not otherwise have access to Conrad, the Father shall be entitled to access to Conrad on both occurrences per year of Eid for up to 12 hours beginning at a time of the Father's choosing but no earlier than 8:30 a.m.;
 - x. Vacations: The parties shall each have up to two (2) weeks of unrestricted access to Conrad, during the summer months, for vacation, provided that the parties each work in good faith with the other and uses his or her best efforts to schedule such vacation on dates convenient for the other party.
 - xi. Flexibility: Either Party may at any time request an adjustment to the above and the other party agrees to use good faith. Either party may resort to the Tiebreaker Mechanism in the event the other party does not agree with such request. Any adjustment alone will not operate as a permanent waiver or permanent modification.
- (e) **Taking Conrad Out of State**: Either Party may take Conrad out-of-state without the approval of the other party, so long as the other party's access rights are not interfered with. If the party wants to take Conrad out of state longer, the other party will not unreasonably withhold consent.

- (f) **Taking Conrad Out Of Country:** Either Party may take Conrad out of the country with the approval of the other party. The other party will not unreasonably withhold consent and will cooperate in good faith in procuring any necessary documents, vaccinations, etc. for such travel.
- (g) In addition, to the times provided for in Section 2(d) above, the Mother will have access to Conrad at all times where the Father does not have access.
3. **PARENTING PLAN.** In connection with the divorce filing with the court, the parties shall prepare and submit a parenting plan (“Parenting Plan”) that ensures the health, safety and welfare of the children and is mutually agreeable to the parties. The Parenting Plan will be deemed a separate document and the effective date of this Agreement is not contingent upon the completion or court-approval of the Parenting Plan.
4. **FINANCIAL SUPPORT.** Although financial support is addressed in a separate agreement, in the event the court, in issuing a final divorce decree, modifies the child support provisions in the Property Settlement Agreement, then Mother agrees to spousal support equal to court- ordered child support obligation so long as the applicable provisions are in place. Notwithstanding the foregoing, if such court-ordered child support is the result of any change in circumstances specifically contemplated in the Property Settlement Agreement, then this provision shall not apply.
5. **COMMUNICATION.**
- (a) Either party has the right at any time to limit communication between each other to a dedicated email address, and in such circumstances, that party has the right to refuse any communication except through that channel.
- (b) The Mother shall maintain a shared electronic calendar that contains all appointments, obligations, and events related to Conrad (the “Conrad Calendar”). To the extent applicable, the Father will keep the Conrad Calendar updated.
6. **OTHER OBLIGATIONS**
- (a) Either party may resort to the Tiebreaker Mechanism in the event of any perceived living condition or behavior of the other party.
- (b) Any disagreement or conflict regarding philosophical differences or financial differences relating to the raising of Conrad will be subject to the Tiebreaker Mechanism.
- (c) Good faith duty to represent other parent in a positive light: Neither party shall involve the child in actions or communications which would endanger the child’s opinion of the other party.

7. MISCELLANEOUS

(a) Governing Law. The parties agree that all provisions of this Agreement and any questions concerning its interpretation and enforcement shall be governed by the laws of the State of Georgia, without giving effect to the State's choice or conflicts of law provisions.

(b) Waiver. Any waiver by a party of any right under this Agreement failure to enforce any of the terms or conditions of this Agreement at any time shall not in any way affect, limit or waive such party's right thereafter to enforce strict compliance with every term and condition hereof.

(c) Modification. The parties may on a temporary or one-time basis orally agree to modify the terms and conditions herein, including, without limitation to provide additional access not otherwise contemplated herein. Such temporary or one-time change shall not however operate to permanently modify the terms of this Agreement unless such change or amendment is approved in writing (email accepted) by both parties in a form that shows the intent to such permanent modification. The parties further shall be obligated to meet (in person or by phone) upon the earlier of: (a) on or about July 1st every two years following the Effective Date, with the first meeting occurring on or about July 1, 2022; or (b) upon a material change in circumstances, including without limitation, illness, educational milestone, or remarriage of either party, to determine whether a modification to the terms and conditions herein or the Parenting Plan is necessary, desirable, or reasonably appropriate, in consideration of the circumstances and expenses for Conrad, any material change, and the current state of the law in Georgia.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and duly delivered and effective as of the date of the last party to sign this Agreement below.

Melissa Anne Conrad-Alam, as Mother

Melissa Anne Conrad-Alam

7/19/20

DATE

Asim Aziz Alam, as Father

Asim Aziz Alam

9/18/20

DATE

SIDE AGREEMENT

THIS SIDE AGREEMENT (the "Agreement") is made and entered into by and between Asim Aziz Alam (the "Father") and Melissa Anne Conrad-Alam (the "Mother"), with an effective date of ~~August~~, 2020 (the "Effective Date").

*September 19
AA MCA*

RECITALS

WHEREAS the parties settled all financial matters relating to the parties separation and divorce are addressed in a separate ~~agreement~~ *Property Settlement Agreement Date: September 12, 2020* except to the extent contained herein;

AA MCA

WHEREAS such settlement agreement contemplates the amount and manner in which child support may or must be paid by the Father; and

WHEREAS the parties wish to ensure that the court may not ~~sua sponte~~ *2* alter or modify such agreements relating to child support;

NOW THEREFORE, in consideration of the circumstances and mutual covenants set forth in this Custody Agreement, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

The parties hereby acknowledge and agree that, notwithstanding any court order to the contrary, the terms of the property settlement agreement shall control and determine the Father's obligation to pay child support. The Mother further agrees not to seek enforcement, either in a civil or criminal case of any order for child support that is in conflict with such agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and duly delivered and effective as of the date of the last party to sign this Agreement below.

Melissa Anne Conrad-Alam, as Mother

[Signature] 9/19/20

DATE

Asim Aziz Alam, as Father

[Signature] 9/18/20

DATE

AGREEMENT

This AGREEMENT is made on this 11th day of November 2020 by and between Melissa Anne Conrad-Alam ("Wife"), Asim Aziz Alam ("Husband"), and Birjees J. Alam ("Seller").

RECITALS

WHEREAS, Seller is the legal owner of the property located at 4001 Elmscourt Drive, Stone Mountain, Dekalb County, Georgia 30083 (the "House");

WHEREAS, Husband and Wife entered into a Marital Settlement Agreement (the "MSA") which, *inter alia*, contemplates selling the House and distributing the sale proceeds between themselves;

WHEREAS, the parties began preparing the House for sale without discussion or agreement on compensation to Seller and other material terms;

WHEREAS, the House is now under contract for sale (the "Purchase And Sale Agreement" or "PSA") with an expected closing date on November 16, 2020;

NOW, for good and sufficient consideration and the mutual covenants herein, the Parties hereby agree as follows:

1. Seller will sell the house pursuant to the PSA and distribute the sales proceeds (the "Distributions") in accordance with the MSA.
2. Seller will receive as ~~30%~~ ^{20% AA, BA, MCA} of the sales proceeds prior to the Distributions.
3. If either Husband or Wife breaches the MSA, or makes new demands not contemplated by the MSA, or threatens non-performance of the MSA, or makes performance of this Agreement unreasonably difficult ~~in the sole discretion of Seller~~, that party forfeits their right to any Distribution under the MSA. ^{AA, BA, MCA}
4. Seller will be under no obligation to make the Distributions until Husband and Wife file their uncontested divorce petition with the court. ^{not later than one week after closing. AA, BA, MCA}


IN WITNESS WHEREOF, the parties hereto have executed and duly delivered this Agreement, effective as of the date of the last party to sign this below.


WIFE:

HUSBAND:

SELLER:


Melissa Anne Conrad-Alam,


Asim Aziz Alam,


Birjees J. Alam,

Dated: November 12, 2020

Dated: November 11, 2020

Dated: November 11, 2020