



Connie Taylor, Clerk of Superior Court
Cobb County, Georgia

IN THE SUPERIOR COURT FOR THE COUNTY OF COBB

STATE OF GEORGIA

CARRIE TYNER,

Plaintiff,

vs.

JAMES TYNER,

Defendant.

CIVIL ACTION

FILE NO. 21-1-00218-28

SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of **October, 2021**, by and between: **JAMES TYNER** (hereinafter referred to as "Husband"), and **CARRIE TYNER**, (hereinafter referred to as "Wife").

WITNESSETH:

WHEREAS, the parties were married on **June 30, 2007** and said marriage still subsists;


WHEREAS, there are two (2) minor children born as issue to the marriage, to wit: A. Tyner, a male child born in the year 2011; and A. Tyner, a male child born in the year 2015;

WHEREAS, irreconcilable differences have arisen between the parties, they have been living separate and apart and, it is their intention to dissolve the marriage between them;

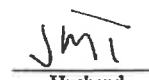
WHEREAS, the parties hereby desire to enter into an agreement addressing the care and custody of the minor children, and to define their respective financial and property rights, together with all other rights, remedies, privileges, and obligations that have arisen out of the marriage. The parties agree that their future relations shall be governed and fully prescribed by the terms of this *Settlement Agreement* (hereinafter referred to as "Agreement"); and

WHEREAS, the parties have disclosed to the other the full and complete nature and value of all of their presently constituted assets, liabilities, and income to each parties' satisfaction for purposes of entering into this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, agreements, and terms set forth herein, it is agreed by and between the parties as follows:


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1. **Acknowledgment of Joint Support Obligation** – The parties acknowledge that they have a joint obligation for the care, custody, and support of the minor children.
2. **Child Custody and Visitation** – Wife shall have primary physical custody of the minor children. The parties agree that Wife shall be permitted to relocate to the State of Kansas with the minor children. Notwithstanding same, the Parenting Plan filed with this Court sets forth the parties' joint legal custody arrangement and establishes their respective time with the minor children.
3. **Child Support** – Beginning on August 1, 2021, Husband shall pay as child support the amount of One Thousand Dollars and Zero Cents (\$1,000.00) on a monthly basis, paid on the first (1st) and fifteenth (15th) day of each month, payable in two (2) separate, equal installments of Five Hundred Dollars and Zero Cents (\$500.00) until such time as each minor child attains eighteen (18) years of age, marries, dies, or becomes otherwise emancipated, whichever event shall first occur. In the event that each minor child has attained eighteen (18) years of age and is still in high school on a full-time basis, the child support shall continue until the minor child graduates from high school, ceases attending high school on a full-time basis, or attains twenty years (20) of age, whichever event shall first occur.

The Child Support Worksheets and Child Support Addendum, documents that have been filed with the Court and are incorporated herein by reference, show the computation of the above child support, in accordance with the guidelines set forth by the State of Georgia in O.C.G.A. § 19-6-15.


4. **Other Child Expenses:**

- a. Extracurricular Activity Expenses: The parties shall each be responsible for half (50%) of any extracurricular activity expenses for the minor children, including sports registration fees, uniforms, lessons, equipment, etc. The parties' costs for extracurricular activities shall be capped at \$1,850.00 annually per child. The parent incurring said expense shall remit proof of payment of said expense to the reimbursing parent within fifteen days of incurring said expense. The reimbursing parent shall reimburse the incurring parent within fifteen days of receipt of proof of payment by the incurring parent. The intent of this provision is to ensure the parties timely resolve any reimbursement necessary for the support of the children and the parties agree that it is not in the children's best interests to sandbag, or hold back expenses for reimbursement until said expenses total a large number then expecting immediate reimbursement despite the late notice of same.
- b. Work-Related Childcare: The parties shall each be responsible for half (50%) of the costs of work-related childcare. The parent incurring said expense shall remit proof of payment of said expense to the reimbursing parent within fifteen days of incurring said expense. The reimbursing parent shall reimburse the incurring parent within fifteen days of receipt of proof of payment by the incurring parent. The intent of this provision is to ensure the parties timely resolve any reimbursement necessary for the support of the children and the parties agree that it is not in the children's best interests to sandbag, or hold back expenses



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for reimbursement until said expenses total a large number then expecting immediate reimbursement despite the late notice of same.

- c. Uncovered Medical Expenses: The parties shall each be responsible for half (50%) of the costs of uncovered medical expenses including medical, dental, vision, therapy, prescription or other medically necessary care not otherwise covered by the parties' insurance for which the parties have a separate payment to the provider. The parties shall use in-network providers for all medical treatment unless otherwise agreed to in writing by the parties. The parent incurring said expense shall remit proof of payment of said expense to the reimbursing parent within fifteen days of incurring said expense. The reimbursing parent shall reimburse the incurring parent within fifteen days of receipt of proof of payment by the incurring parent. The intent of this provision is to ensure the parties timely resolve any reimbursement necessary for the support of the children and the parties agree that it is not in the children's best interests to sandbag, or hold back expenses for reimbursement until said expenses total a large number then expecting immediate reimbursement despite the late notice of same.
5. **Insurance** – The parties shall carry the following insurance pursuant to the below terms:
- a. Health Insurance for the Parties: The parties will be responsible for their own health insurance policies.
- b. Health Insurance for the Minor Children: Husband shall maintain the minor children's health insurance, including COBRA. However, if Husband must use a COBRA policy, the parties shall split the premium equally (50/50), minus the amount Husband is paying for insurance per the filed Child Support Worksheet and Schedules, for a maximum period of sixty (60) days. After sixty (60) days, Husband shall be solely responsible for the payment of the insurance premiums.
- c. Life Insurance on Husband: Until the youngest minor child reaches the age of eighteen (18), Husband will maintain a life insurance policy in the amount of \$250,000.00 naming the minor children of the parties as beneficiaries and Wife as the Trustee of the insurance proceeds. This policy is being maintained to cover his child support obligation in the event of his untimely demise whereas, at his death, Wife will become the primary physical custodian of the minor children. Should she request it, Husband will provide to Wife proof of the existence of the life insurance policy once a year, along with the information to contact the life insurance company. In the event this policy is canceled or expires, Husband will replace this life insurance policy with a similar policy under the same conditions as the previous policy.
6. **Marital Real Estate** – The parties warrant that they have purchased real property during the marriage, to wit: 4702 Ageratum Court NW, Acworth, Cobb County, Georgia 30102 (hereinafter "Marital Residence").


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a. Sale of the Marital Residence:

i. Side Agreement Controlling the Terms of Sale: The parties shall execute a separate Real Estate Side Agreement regarding the terms of said sale and same is fully incorporated herein and shall be incorporated into any *Final Decree of Divorce* by reference only, remaining unfiled with the Court unless for the purposes of enforcement, only.


b. Exclusive Use and Possession: Wife shall have exclusive use and possession of the former marital residence pending the final sale.

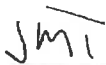
c. Division of equity: Upon the sale of the home, the net proceeds shall be utilized to satisfy the debts listed in Paragraph 9(c)(iii) herein. Following the payment of said debts, Wife shall receive \$7,500.00 from the net proceeds. The parties shall then divide the remaining net proceeds equally (50/50). The parties shall be paid directly by the closing attorney at any closing for sale the Marital Residence with funds disbursed by the closing attorney in accordance with this Paragraph herein.

d. Liens: Neither party shall cause the residence to be encumbered by any indebtedness other than the existing mortgage or cause the existing mortgage to increase.

7. **Alimony** – Husband and Wife agree that neither shall seek nor receive alimony from the other, either now or in the future, and Husband and Wife specifically waive their statutory right to future modifications, up or down, of alimony as provided herein, based upon a change in the income or financial status of either party. Both parties, in signing this Agreement, intend this to be a knowing and express waiver of their statutory rights of modification of alimony, up or down, pursuant to O.C.G.A. § 19-6-19, or any and all future laws regarding alimony modification as may be enacted in this or any other State. The parties are specifically relying upon the case of *Varn v. Varn*, 242 Ga. 309 (1978).

8. **Automobiles** – Each party shall retain the automobiles currently in their possession and be solely responsible for all debts, maintenance, repairs, insurance, and other expenses associated with their respective automobiles. Husband shall retain the 2015 Toyota Tundra. Wife shall retain the 2016 Chrysler Town and Country Minivan. Each party shall be responsible for payment of any and all expenses associated with his or her vehicle(s). Each party shall have the other party's name removed from the title as required. The parties will contact the insurance company to establish separate insurance policies on their respective vehicles *instantly*.


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9. **Marital Debts –**

a. Individual Debts:

i. For the Wife, said obligations include:

1. Citi Credit Card ending in x1576 – approximately \$851.00 owed.
2. Citi Credit Card ending in x3872 – approximately \$229.00 owed.
3. Amex Credit Card ending in x91009 – approximately \$218.00 owed.
4. Bank of America Credit Card ending in x9776 – approximately \$3,683.00 owed.
5. Student Loans – approximately \$18,212.00 owed.
6. Citi Credit Card ending in x4572 – approximately \$4,764.00 owed.
7. Wells Fargo Credit Card ending in x2920 – approximately \$5,323.00 owed.
8. Home Depot Credit Card ending in x0876 – approximately \$6,191.00 owed.
9. Upstart Loan – approximately \$6,476.00 owed.

ii. For the Husband, said obligations include:

1. Costco Citi Card ending in x4572 – approximately \$4,764 owed.

b. Joint Debts:

i. Joint debts include:

1. Wells Fargo Loan ending in x6328 – approximately \$31,876.00 owed.

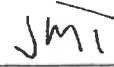
c. Agreement regarding Debts: The parties agree to not obtain additional credit in the name of either party, or increase the existing debt on the cards currently in their joint names. As of the date of the signing of this Agreement, neither party shall increase the joint debts or make charges on joint accounts. To the extent that one party makes any charges on the joint debts he or she shall entirely (100%) reimburse the other party for said charges within fourteen (14) days of discovery of the charge. To the extent that the parties have any credit card debts or debts, said debts shall be paid as follows:

i. Wife shall be solely responsible for the following debts:

1. Wells Fargo Credit Card ending in x2920
2. Bank of America Credit Card ending in x9776
3. Citi Credit Card ending in x1576
4. Citi Credit Card ending in x3872
5. Amex Credit Card ending in x91009
6. Student Loans



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ii. Husband shall be solely responsible for the following debts:

1. Costco Citi Card ending in x4572

iii. The parties agree to use the net proceeds from the sale of the marital residence to satisfy the remaining debts listed hereinabove, as follows:

1. Wells Fargo Loan ending in x6328
2. Home Depot Credit Card ending in x0876
3. Upstart Loan

When the joint debts are paid off in their entirety, the debt/credit card shall be closed out. Further, Husband agrees to execute any and all documents necessary to have Wife's name removed as an authorized user or joint account holder for any of the above-listed debts for which Husband will be assuming responsibility pursuant to this paragraph.


10. **Cash Accounts** – The parties shall keep each individual account in his or her name alone. The parties agree to divide the joint accounts, as follows:


- a. Wells Fargo Checking Account ending in x0819 – Husband to receive the entire value of the account estimated at approximately \$3,008.00.
- b. Wells Fargo Savings Account ending in x0750 – Husband to receive entire value of account.
- c. Wells Fargo Savings Account ending in x1260 – Husband to receive entire value of account.
- d. Wells Fargo Checking Account ending in x0819 – Husband to receive the entire value of the account estimated at approximately \$3,008.00.
- e. Wells Fargo Checking Account ending in x3053 – Wife to receive the entire value of the account estimated at approximately \$4.00.
- f. Wells Fargo Checking Account ending in x4066 – Wife to receive the entire value of the account estimated at approximately \$2,465.00.
- g. Wells Fargo Account ending in x9567 – Wife to receive the entire value of the account estimated at approximately \$3,456.00.

The Parties will work together to go to the bank to close out the joint accounts. As of the date of the signing of this Agreement, neither party shall increase the joint debts or make charges on joint accounts awarded to the other party.

11. **529 Plans** – Husband shall continue to maintain the 529 college savings plan currently held for the benefit of the parties' minor child, A. Tyner. Husband shall provide annual statements to Wife. Any funds unused may rollover to any 529 plan account established for the benefit of the youngest minor child.

12. **Investment Accounts and Stocks** – Husband shall withdraw all funds from his cryptocurrency and/or bitcoin accounts as of July 15, 2021 and divide the funds equally (50/50) with Wife. Each party shall be responsible for one half (50/50%) of the tax liability for said withdraw.


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13. **Retirement Accounts –**

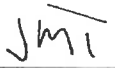
- a. Disclosures: Husband warrants he has disclosed any interest, if any, he may have or that he has been offered by his business, past or present, or reasonably expects to be offered by his business a retirement plan of any kind, whether pension, profit-sharing, 401(k), or other type of retirement or deferred compensation plan. Wife warrants she has disclosed any interest, if any, she may have or that she has been offered by her employer, past or present, or reasonably expects to be offered by her employer a retirement plan of any kind, whether pension, profit-sharing, 401(k), or other type of retirement or deferred compensation plan.
- b. Division of Accounts: The parties acknowledge that they have several retirement accounts in each of their names. The parties agree that they shall split the retirement accounts as follows:
 - i. The accounts shall be valued as of July 15, 2021.
 - ii. Each party shall receive credit his or her pre-marital portion as a separate asset not subject to division herein (hereinafter "Pre-Marital Portions").
 - iii. Following the receipt of his or her respective Pre-Marital Portions, the parties shall equalize the accounts (50/50), with the equalization portion being transferred to Wife from Husband's IRA account. Each party shall sign the necessary paperwork to facilitate this transfer and shall share equally in any costs associated with said transfer, although none are anticipated.
 - iv. The parties shall provide the current values of their respective accounts, as well as the value from the date of marriage, no later than July 25, 2021.
- c. Qualified Domestic Relations Order: If there is further documentation needed or a Qualified Domestic Relations Order, the parties shall be equally (50/50) responsible for the costs of same (as well as any penalties or fees incurred in drafting of same). Should a Qualified Domestic Relations Order (hereinafter "QDRO") be required to effectuate this transfer to the Wife, the parties shall engage Matt Lundy to prepare, draft and present the QDRO to effectively transfer Wife's award herein. The parties shall equally divide the costs of Matt Lundy's services.

14. **Furniture, Furnishings, and Other Personal Property –**

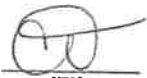
- a. Disclosures: Husband warrants he has made full disclosure to Wife of all property presently owned by him or vested in his name or which is reasonably expected to be vested in his name at the time of the signing of this Agreement. Husband also warrants he has made full disclosure to Wife of all debts owed or obligations assumed by him which debts or obligations shall be or may be considered a debt or obligation of Wife or which act as an encumbrance upon the property of Wife. Wife warrants she has made full disclosure to Husband of all property presently owned by her or vested in her name or which is reasonably expected to be vested in her name at the time of the signing of this Agreement. Wife also warrants she has made full disclosure to Husband of all debts owed or obligations assumed by her which debts or obligations shall be or may be considered a debt or obligation of Husband or which act as an encumbrance upon the property of Husband.

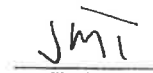

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- b. Pre-Marital Property: All personal property owned by Husband before the marriage remains in possession of Husband. All personal property gifted to Husband during the marriage remains in the possession of Husband. All personal property owned by Wife before the marriage remains in possession of Wife. All personal property gifted to Wife during the marriage remains in the possession of Wife. Accordingly, each party accepts the same in lieu of and in full and final settlement and satisfaction of any and all claims or rights that either party may now or hereafter have against each other party for his or her property settlement. Except for what is expressly set out herein, each of the parties do hereby waive and renounce any and all further claims that each might have against the other and they do each hereby quit claim and release all property titled in the name of or in the possession of the other and not specifically dealt with in the Agreement.
- c. Exhibit "A": The parties agree that the attached Exhibit "A" is their agreement regarding the division of marital property belonging to Wife, and that said division is fair and equitable between them.
- d. Exhibit "B": The parties agree that the attached Exhibit "B" is their agreement regarding the division of marital property belonging to Husband, and that said division is fair and equitable between them.
- e. Division by List: Except for as otherwise listed in Exhibit "A" and Exhibit "B", the parties shall create a list of the remaining disputed personal property, furniture, and furnishings. The parties shall alternate selecting items to retain from said list, with Wife selecting first and the parties continuing to alternate selections until all property is divided.
- f. Wife shall propose three (3) dates with a two-hour timeframe for Husband to get quotes for movers and retain his property from the marital residence. Husband shall additionally be given reasonable access to retrieve said items as the hired movers are engaged. The parties acknowledge that a non-party vendor is being engaged for the purposes of removing Husband's items and Wife shall have an obligation to reasonably accommodate the mover's windows of availability prior to the parties' obligation to vacate the Marital Residence pursuant to any contract for the sale of the Marital Residence.
15. **Tax Filings –**
- a. Children Dependency/Deductions: Wife shall have the right to claim the minor children and have all dependency or deduction benefits for the minor children pursuant to state and federal tax law.
- b. Indemnification: The parties shall share pro rata for any assessment, penalty, fine, or underpayment of federal or state income taxes (hereinafter "Liability") for any taxable year during which the parties filed a joint return should same be assessed, unless said Liability was caused by a material misrepresentation of the party incurring the Liability. In the such event, the party's whose actions creates a Liability, said party shall defend all attempts to impose any assessments, or collect the same, for tax liabilities on the other party, at his or her sole cost and expense, and shall take any and all legal and other action necessary to


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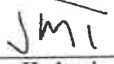

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protect all property belonging to and under the control of the other party. Should said party fail to timely pay any obligation to IRS and/or the Georgia Department of Revenue and should said failure cause any expense or penalty to be assessed or imposed against the other party, the party incurring the Liability shall be responsible for payment of such penalty or cost and shall inform the IRS and Georgia Department of Revenue of this responsibility.

16. **Effective Date of Agreement** – Except as may otherwise be contained herein to the contrary, the effective date of this Agreement shall be the date it is fully executed by all parties to be charged hereunder.
17. **Incorporation of Agreement into Judgment** – The parties understand and agree that a copy of this Agreement may be marked into evidence and incorporated by reference into any judgment entered in connection therewith. The parties further understand and agree that the incorporation of the within Agreement into the Final Judgment shall not be deemed a merger of the Agreement into any such judgment, but rather the Agreement shall survive and stand independent of any such judgment.
18. **Attorney's Fees and Expenses** – The parties understand and agree that each shall be responsible to pay their respective attorney fees and costs incurred as a result of the instant matrimonial proceeding. Each party further agrees to defend, indemnify, and hold the other harmless from any obligation which may have arisen in connection with the said attorney fees and costs.
19. **Independent Legal Representation** – Wife was represented by B.J. Abbott, Esq. and Heather L. Logan, Esq. of Abbott & Abbott, P.C., and Husband was represented by Melody Swilling, Esq. of Swilling Family Law Firm, LLC.
20. **Retention of Rights in Event of Reconciliation** – If the parties separate and/or dissolve the marriage between them, and then reconcile, the parties agree that the terms of this Agreement having to do with support and the division of property, as set forth in this Agreement, shall not be affected by such reconciliation or the parties' subsequent cohabitation and/or resumption of marital relations and each shall retain their rights and interests as set forth in those paragraphs unless the parties otherwise specifically agree in writing. If any transfer of property to be made under this Agreement has not been completed prior to any reconciliation, the transferor is not relieved of his or her obligation to effectuate such transfer.
21. **Voluntary Execution** – The parties acknowledge and represent that this Agreement is fair and reasonable under the circumstances and that it is not the result of any fraud, duress or undue influence exercised by either party or any third party upon either of them, and that each executes it voluntarily and of their own free will.
22. **Waiver of Further Discovery** – The parties acknowledge that they have each been advised by their respective counsel of each party's right to obtain and take advantage of discovery tools available to litigants in a court proceeding including, but not necessarily limited to, interrogatories, depositions, requests to produce, an examination of the books and records of the other party, and the procurement of independent valuations of the assets possessed and/or


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controlled by the other, etc., prior to the execution of this Agreement. Each party expressly represents and agrees that he or she is sufficiently familiar with the income and assets of the other as disclosed in their respective Case Information Statements, related financial documents, and documents filed with the Court in this matter, and hereby knowingly waives his or her right to further utilize the foregoing discovery tools for the purpose of settling their differences concerning the issues arising out of the marriage.

23. **Right to Trial** – The parties acknowledge that each has been informed by their respective counsel of the right to have a court of competent jurisdiction determine all issues arising from the marriage and that if this were done, perhaps, a different result would have been obtained. Each party voluntarily and knowingly waives this right to trial, and accepts the terms of this Agreement as being final, complete, and binding as to all said issues arising from the marriage.
24. **No Bar to Divorce/No Merger** – Nothing in this Agreement shall be construed as a relinquishment by either party of the right to prosecute or defend any suit for divorce in any court of proper jurisdiction. It is further specifically understood and agreed that the provisions of this Agreement relating to the equitable distribution of the parties' property are accepted by each party as a final settlement for all purposes whatsoever. Should either of the parties obtain a decree, judgment or order of separation or divorce in any other state, county or jurisdiction, each of the parties to this Agreement hereby consents and agrees that this Agreement and all of its covenants shall not be affected in any way by any such separation or divorce and that nothing in any such decree, judgment, order or further modification or revision thereof shall alter, amend or vary any term of this Agreement, whether or not either or both of the parties should remarry, it being understood by the parties that this Agreement shall survive and shall not be merged into any judicial decree, judgment or order of divorce or separation.
25. **Remedy in Event Enforcement Necessary** – If either party defaults with respect to any obligation to be performed hereunder and default is not remedied within 10 days after the obligee sends a written notice to the defaulting party specifying the default, the defaulting party agrees to indemnify the obligee against or to reimburse him/her for any and all attorney fees and disbursements resulting from or made necessary to enforce the defaulting party's obligation. If the default is remedied after the commencement of an enforcement application, the indemnity and reimbursement obligation shall be operative with the same force and effect as if a judgment, decree, or order had been made in favor of the party bringing such suit or other proceeding.
26. **Further Assurances** – Each of the parties, from time to time, at the request of the other, shall execute, acknowledge, and deliver to the other any and all further instruments and take such steps which may be reasonably required to give full force and effect to the provisions of this Agreement.
27. **Mutual Release** – Except as may be herein contained to the contrary, each party hereby releases and discharges, and by this Agreement does for himself or herself, and his or her legal heirs, representatives, executors, administrators, and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, in law or in equity, in which either party ever had or now has against the other, except for any and all causes of action for



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dissolution of marriage and/or post-judgment enforcement applications to a court of competent jurisdiction.

28. **Entire Understanding** – This Agreement contains the entire understanding of the parties. There are no representations, warranties, covenants, or undertakings other than those as expressly set forth herein.
29. **Modification or Waiver** – A modification or waiver of any of the provisions of this Agreement shall be effective when and only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.
30. **Situs** – The place(s) of execution of this Agreement shall have no bearing on the law governing its interpretation, it being understood and agreed by both parties that the Agreement shall be construed and governed in accordance with the laws of the State of Georgia, exclusive of conflicts of law principles. Additionally, the drafting of this Agreement by the attorney for either party shall have no bearing on the interpretation of same.
31. **Article and Sub-Part Headings** – The headings and sub-divisions of the several articles contained in this Agreement are inserted solely for the convenience of reference and shall have no further force, meaning, or effect.
32. **Communication of Information** – As long as any provision contained herein remains unfulfilled, the parties agree to keep the other informed of his or her residence and telephone number or such other place as he or she may readily receive communications.
33. **Severability** – If any provision contained in this Agreement, either in whole or in part, is deemed or held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of any partially declared invalid or unenforceable provision and all other provisions of the Agreement shall, nonetheless, remain and continue in full force and effect.
34. **Grammatical Conventions** – Whenever the context so requires, each pronoun or verb used herein shall be construed in the singular or the plural sense and each pronoun used herein shall be construed in the masculine, feminine or neuter sense.
35. **References** – The terms “herein”, “hereto”, “hereof”, “hereby”, and “hereunder”, and other terms of similar import, refer to this Agreement as a whole, and not to any Article, Section, or other part hereof.
36. **Non-Collusion** – The parties represent and acknowledge that there have been no collusive agreements whatsoever made either orally or in writing, or any representations made by one party to the other with respect to the procurement of a decree dissolving the parties' marriage, or with respect to restraining or inhibiting the other from contesting or litigating any pending or future matrimonial cause of action for divorce or compliance application incident to the enforcement of the terms of this Agreement.



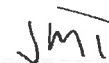
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37. **Future Relationship of the Parties** – At the finalization of the divorce, Husband and Wife shall live separate and apart, and each shall be free from the interference, authority, and control, either direct or indirect, of the other, except as may expressly be provided in this Agreement. Without regard to the other provisions hereof, each may reside at such place or places as he or she may select and each may, for his or her own separate use and benefit, engage in any employment, business, or profession which he or she may deem advisable.
38. **Parties' Signatures (on page to follow):**


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IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year written below their respective names.

Signed, Sealed and Delivered
in the Presence of:

AS TO WIFE

[Signature]
STATE STR

4/14/2022

DATED: ~~10/21/2021~~

AS TO HUSBAND

[Signature]

DATED: 10/20/2021

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
14TH DAY OF APRIL, 2022 BY CARRIE TYNER.



[Signature]
STEPHEN THOMAS HORNER

PRODUCED DRIVER LICENSE


[Signature]
Wife
Initials

[Signature]
Husband
Initials

TITLE	Settlement Agreement for signature
FILE NAME	Settlement Agreem...AL - 10.20.21.pdf
DOCUMENT ID	f0b9a38312eb57b8ae38d16bbf234c86df9f603e
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	◆ Completed

Document History

 SENT	10 / 20 / 2021 16:09:52 UTC-4	Sent for signature to James Tyner (jmtyners4@gmail.com) from melody@swillingfamilylaw.com IP: 50.237.121.3
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EXHIBIT "A"

Wife's Personal Property

Living Room TV
Smaller Master Bedroom TV
Washer
Dryer
Upright Vacuum Cleaner
Extra Fridge
Living Room Couches
4 of 4 Shelves in Playroom
Liquor Cabinet/Hutch
Piano
Upholstered Chairs - 2
Desk Chair
Little Wooden Shelf Pieces
Bookcase
Kid's Bunk Beds
2 Kids' Shelving Units
Crayon Shelves
Rocking Chair
King Bed
Large Dresser
Bedside Table
Elliptical
Cedar Chest
Both Hammocks
Trampoline
Outdoor Furniture
1/2 Metal Shelving

EXHIBIT "B"

Husband's Personal Property

1/2 Metal Shelving
Office Desk
Recliner
2-Person Couch in Basement
TV in Basement
TV Cabinet in Basement
Guest Bedframe and Mattress
Queen Sheets to Match
1/2 Towels (full size and hand towels and beach towels)
Nightstand on Husband's Side of Bed (trunk conversion into shelves)
32-Inch TV
Tools in Garage
Work Bench
Lawnmower
Space Heater
Grass Seeder/Spreader
Shelf in Garage
One Tent (Wife to select her preference on 6 vs 2-person tent)
Smoker
Gas Grill
Grill Accessories - including rotisserie
Sound Bar in Living Room with Remote
Husband's Hot Wheel Cars in Basement (old/used)
Personal Effects
Selection of Toys (approximately 1/4 of them)
Husband's Grandmother's Crockpot
Copies of Family & Children Pictures