

1. Separation

The parties shall continue to live apart and each one shall be free from all interference and control by the other, fully as if unmarried, and each may reside at any such place he or she may choose.

2. Alimony

Each party expressly waives the right to receive alimony from the other party.

3. Property Division

The parties have the following marital property, and it shall be divided as follows:

REAL PROPERTY:

i. Property: The parties hereby acknowledge that they are joint record title owners of real property located at 160 Grogans Landing, Sandy Springs, Georgia 30350 (hereinafter referred to as “Marital Home”), which is encumbered by a loan held by State Employees Credit Union in Husband’s individual name.

ii. Use and Possession: The parties shall continue to co-own the Marital Home post-divorce, and they shall share in the use and possession of the Marital Home. Husband shall be solely responsible (100%) for the costs of the mortgage, property taxes, utilities, any liens/loans, any homeowners’ association dues, homeowner’s insurance premiums, and any maintenance and repairs, and he shall hold Wife harmless from said expenses.

iii. Notice to Sell: If at any time either party decides that they no longer want to co-own the Marital Home, the party wanting to sell shall provide a written and dated Notice to Sell to the other party. The parties shall then agree on a date to list the Marital Home for sale and it shall remain listed until sold. If the parties cannot agree on a date, then the Marital Home shall be listed for sale on the market no less than sixty (60) days from the date of the Notice to Sell.

iv. Sale of Marital Home: The parties shall cooperate with each other in an effort to reach mutual decisions regarding the listing, marketing, and sale of the Marital Home including, but not limited to, decisions regarding repairs needed to market the residence for sale, the initial listing price, reductions to the listing price, review of offers to purchase the Marital Home, and counteroffers. The parties shall cooperate with one another in all respects in order to accomplish the sale of the Marital Home within a reasonable period of time. The parties shall cooperate with each other to timely execute any documents which may be necessary in order to market and sell the Marital Home including, but not limited to, listing agreements and purchase agreements.

1. Net Proceeds: Upon the closing of the Marital Home, the Net Proceeds of the sale shall be divided pursuant to the following percentages: Wife shall receive fifty percent (50%) and Husband shall receive fifty percent (50%). The "Net Proceeds" referenced herein shall be defined as the sales price received less 1) payment in full for all amounts owed on the mortgage; 2) payment in full of all amounts owed on any liens or loans (HELOC) encumbering the Marital Home; 3) payment of any prorated current property taxes; 4) payment in full of all real estate commissions; and 5) payment of any and all other mutually agreed upon costs and expenses related to the sale assumed by Wife and Husband in the applicable sales contract. Any refunds from homeowners' insurance, escrow accounts or property taxes received at closing or subsequently received at a later date shall be divided equally (50/50) between the parties. Each party shall be responsible for any tax consequences resulting from their share of the Net Proceeds from the sale of the Marital Home and shall indemnify and hold the other party harmless from the same.

2. Real Estate Agent: The parties shall cooperate with each other to select a real estate agent however in the event the parties cannot agree, Husband shall have the tie-breaking vote.
3. List Price: The parties shall confer with each other in a good faith effort to determine at what initial price the Marital Home shall be listed for sale. If the parties cannot agree as to the price at which the Marital Home shall initially be listed for sale, the real estate agent will decide the initial list price.
4. Access to Listing Agent: Both parties shall have equal and full access to the listing agent and information concerning the sale of the Marital Home, such as any and all listing decisions, agreements, offers, and counteroffers. Each party shall have the ability to contact the listing agent, and the parties shall direct the listing agent to directly communicate with each party regarding the sale of the Marital Home, as appropriate.
5. Timely Performance: The parties shall, within a reasonable time, consult with each other and discuss any offers and counteroffers of purchase, both parties having a copy of the same. Any listing contracts, proposed sales contracts made by the seller, and the ultimate sales contracts shall be approved by and signed by both parties in a timely manner.

VEHICLE: The parties are owners of the following vehicle: a 2024 Subaru Outback.

2024 Subaru Outback - Husband shall be awarded the 2024 Subaru Outback presently titled in Husband's individual name and encumbered by a loan held by Chase in Husband's individual name. Husband shall have exclusive use, title, and possession of said vehicle, free and clear of any rights or claims of Wife. Husband shall be solely (100%) responsible for all expenses for the 2024

Subaru Outback, including but not limited to, all monthly loan payments, taxes, tags and registration fees, emissions testing, repairs and maintenance, and insurance, and he shall indemnify and hold Wife harmless from same.

Except as provided herein, the parties acknowledge that they have already made a division of their other marital property, including any household furniture, furnishings, household goods, equipment, bank accounts, investment accounts, retirement accounts, pensions and other personal property, such as clothing and jewelry. Neither party shall claim any of the property in the possession of the other party as of the date of signing this Agreement.

4. Debts

The parties acknowledge that they do not have any outstanding joint or marital debts other than the mortgage and automobile loan named in Paragraph 3.

Each party shall be solely responsible and liable for any and all debt incurred in his or her individual name, including, but not limited to, credit card debt and any past/future student loan debt.

If legal action is brought against the Wife to recover any of the debts that Husband has assumed under this Agreement, the Husband agrees to indemnify and hold Wife harmless, and, in addition, to pay all attorneys' fees and costs of collection which may be incurred as a result of such liability. Similarly, if legal action is brought against the Husband to recover any of the debts that the Wife has assumed under this Agreement, the Wife agrees to indemnify and hold the Husband harmless, and, in addition, to pay all attorneys' fees and costs of collection which may be incurred as a result of such liability.

Except as set out in this Agreement, Husband and Wife shall not at any time hereafter contract any debts, obligations or liabilities whatsoever for which the other party or his or her property or estate shall become or may become liable or unanswerable, and each party shall

indemnify the other and hold the other harmless from any such obligation, or any other debts or obligations incurred by that party.

5. Custody

The parties shall have joint legal custody; and Mother shall have primary physical custody of the minor child with Father having parenting time. The parties shall consult each other and try to reach a joint decision on all major issues concerning the minor child's education, extracurricular activities, non-emergency medical care, and religious upbringing; however, if the parties are not able to reach a joint decision concerning one of these major issues, then Mother shall have final decision-making authority over all issues.

6. Parenting time

The Father shall have the right of reasonable parenting time with the minor child, at any time by mutual consent of the parties, provided that the beginning and ending times of the parenting time have been put into writing and signed by both parties before the start of the parenting time. In arranging parenting time, the parties shall take into consideration the requirements of the minor child's school, activities, and childcare arrangements.

If the parties cannot agree on specific parenting time, the Father shall have the right to parenting time in accordance to the schedule contained in the Consent Parenting Plan in this case.

The parenting time parent shall notify the other parent at least twenty-four (24) hours in advance of any scheduled parenting time if s/he does not intend to exercise that parenting time opportunity.

The parenting time parent shall arrive to pick up the minor child for parenting time within thirty (30) minutes of the scheduled time or shall lose that parenting time opportunity.

Unless otherwise upon in writing by the parties, the drop-off and pick-up for parenting time shall be at the home of the physical custodian.

7. Other Parental Rights

The parties acknowledge that the minor child has two (2) parents who love him and who want to be involved in his upbringing. The parties agree that the welfare of the minor child is most important, and each parent agrees to encourage a feeling of affection and respect between the minor child and the other parent. Neither party shall involve the minor child in actions or communications which would endanger the minor child's opinion of the other party.

- (a) Addresses and Telephone Numbers – The parties agree to provide each other with their current home address and telephone number, as well as a telephone number to call in case of an emergency. They also agree to notify each other of any changes in address or telephone numbers, at least thirty (30) days prior to a change taking place.
- (b) Telephone Communication – The parents agree that when the minor child resides with one parent, the other parent will have the right to unimpeded telephone conversations with the minor child as follows: Unrestricted telephone access during reasonable hours and of reasonable duration. The minor child is allowed to text or e-mail either parent during reasonable hours and of reasonable duration.
- (c) School Information – The parties agree that it is in the best interest of the minor child that both parents participate in the minor child's educational activities to the fullest extent possible. Therefore, both parties shall have equal access to the minor child's school records, and both parents shall have the right to be provided with information concerning the minor child's progress in school.
- (d) Health Information – Each party shall be entitled to complete, detailed information from any physician, dentist, or other health care provider attending to the minor child. Each party shall notify the other party of the minor child's major illnesses and medical treatments.

8. Child Support, Health Insurance and Health Care Expenses, and Work-Related Childcare Expenses

The statutory requirements of O.C.G.A. § 19-6-15, Child Support Guidelines, have been applied in reaching the amount of child support provided under the final order in this action. The specifics are as follows:

(a) Gross Income – Mother’s gross monthly income before taxes, combined with imputed income, is \$1,733.33. Father’s gross monthly income before taxes is \$14,000.00.

(b) Number of Minor Children: The number of minor children for whom support is being provided under this order is one (1). The name and year of birth is as follows:

Jacob Peng Hunter, a male child, born in 2011.

(c) Attachments – The Child Support Worksheet and applicable Schedules are attached hereto.

(d) Child Support Amount – The Father shall pay to the Mother for the support of the minor child, the sum of \$1,480.00. Father shall not be required to pay child support while the Mother and minor child reside in the Marital Home as Father is solely paying the mortgage and all other household expenses. Upon the closing of the sale of the Marital Home, Father shall begin paying child support on the first (1st) day of the month following the closing, and on the first (1st) day of each and every month thereafter until the minor child reaches the age of majority, becomes self-supporting, marries, dies, no longer resides with the primary custodial parent or is otherwise emancipated, whichever of these events shall first occur. PROVIDED HOWEVER, that if at the time the parties’ minor child attains eighteen (18) years of age, he has not graduated from high school and is then enrolled full time in high school and progressing toward graduation in the normal course, then such child support shall continue until such time

as said child graduates from high school, is no longer enrolled full time and progressing normally, or attains the age of twenty (20) years, whichever first occurs.

(e) Deviation from Presumptive Amount

No Deviation – It has been determined that none of the deviations allowed under O.C.G.A. § 19-6-15 applies in this case. The amount of support in Paragraph 8(d) above is the Presumptive Amount of child support shown on the attached Child Support Worksheet.

(f) Health, Dental & Vision Insurance for Minor Children

Insurance Available – Health insurance for the minor child involved is available to Father. So long as health insurance remains available to Father, then Father shall maintain the medical insurance for the benefit of the minor child until the minor child attains eighteen (18) years of age. If the minor child has not graduated from high school and is then enrolled full time in high school and progressing toward graduation in the normal course, then such health insurance shall continue until such time as said child graduates from high school, is no longer enrolled full time and progressing normally, or attains the age of twenty (20) years, whichever first occurs.

(1) Father, who maintains the health insurance policy, shall provide Mother with an insurance identification card or such other acceptable proof of insurance coverage.

(g) Uninsured Health Care Expenses – Father shall pay one-hundred percent (100%) of all expenses incurred for the minor child's health care including medical, dental, mental health, hospital, and vision care that are not covered by insurance.

- (h) Work-Related Childcare: Father shall pay one-hundred percent (100%) of all expenses incurred for any necessary childcare so that either party can go to work when the minor child is in his or her custody. Work-related childcare shall include the After School Program (ASP), daycare, day camps, summer camps, or nanny.
- (i) Parenting Time Amounts: The approximate number of days of parenting time per year according to the parenting time order is 255 days for the Mother and 110 days for the Father.
- (j) Continuing Garnishment for Child Support – Whenever, in violation of the terms of the Order, there shall have been a failure to make the support payments, so that the amount unpaid is equal to or greater than the amount payable for one month, the payments required to be made may also be collected by the process of continuing garnishment for support.
- (k) Income Deduction Order – The parties agree that an Income Deduction Order is not immediately necessary.

9. Tax

The parties acknowledge that the equitable division of marital property and the payment of marital and joint debts, if provided in this Agreement, shall not be deductible nor taxable for income tax purposes.

A. Income Taxes – General: The parties agree that in the event that either of them is audited by the Internal Revenue Service for the years during which they filed a joint tax return as a married couple, that each of them will cooperate with each other, their respective accountants, and their tax counsel in such audit(s), and shall timely provide records, documentation

B. Expert Tax Advice: Each of the parties should seek expert tax advice from either a qualified tax attorney or certified public accountant to evaluate the tax consequences connected

with this Agreement, if any. Each of the parties hereto agree and acknowledge that they have been afforded a reasonable opportunity to seek such expert tax advice as he or she may so elect prior to the signing of this Agreement. Each of the parties hereby acknowledges that they have not received, nor have they relied upon tax advice from the undersigned attorney as the basis for entering into any of the terms and provisions connected with this Agreement.

C. Nontaxable Transfers: Wife and Husband have acquired during the course of their marriage assets which they intend to equitably divide in the manner and form hereinafter set forth. All transfers contained herein are done so with the intention of making tax-free transfers of marital assets as contemplated by the Tax Reform Act of 1984, as amended. Specifically, the parties agree that the transfers will be transfers “incident to a divorce” and therefore non-taxable.

D. Future Tax Returns: The parties shall have the choice of filing ‘married filing joint’ or ‘married filing separate’ for tax year 2023. The parties shall file individual tax returns for tax year 2024 and every year thereafter.

E. Claiming Minor Child as Dependent on Tax Return: Mother shall be entitled to claim the minor child as her dependent on her tax return beginning with tax year 2024 and every year thereafter for as long as the minor child qualifies to be claimed as a dependent.

10. Additional Instruments

Each party hereto will, at the request of the other party, concurrently with the execution of this Agreement or at any time, thereafter, expeditiously execute and deliver to the other party all documents of whatever nature, which may be reasonably needed to make fully effective the provisions of this Agreement.

The parties hereto shall perform all acts, notify all affected insurance companies and do all things necessary to transfer any of the assets, or to effectuate any of the provisions and conditions of this Agreement.

11. Hold Harmless – Wife to Husband

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

12. Hold Harmless – Husband to Wife

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

13. Partial Invalidity

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

14. No Waiver of Breach

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

15. Reconciliation

In the event of reconciliation prior to a final divorce decree, the provision of this Agreement shall be null, void and of no effect whatsoever. For purposes of this paragraph, "Reconciliation" shall be defined as meaning the parties resumption of marital relations, including their living together in the same home and with the intention of continuing their marriage.

16. Acknowledgment

This Agreement does and shall constitute the full and complete agreement between the parties. It is fully understood by each party, and it is fully acceptable to each party. Each party expressly acknowledges that he and she have had the opportunity to consult independent legal counsel of his or her own choice regarding the contents and the effect of this Agreement, and each of the parties freely and voluntarily enters into this Agreement. Both parties acknowledge that Wife has not received any tax advice from Husband's attorney regarding any provision of this Agreement and that they have both been advised to seek independent tax advice for a tax professional as to the tax ramifications of the provisions of this Agreement.

17. Legal Representation

A. Both parties enter into this Agreement freely and voluntarily and under no compulsion or duress. Both parties acknowledge that they have read this entire Agreement and that they assent to all the terms hereof.

B. Both parties acknowledge and understand that Wife is not represented by counsel, but that she has had the opportunity to have an attorney of her own choosing review this Agreement and advise her in this matter. Wife knowingly and voluntarily wishes to enter into this Agreement as a fair and final settlement of all issues in this divorce case. Wife acknowledges and understands that she has been afforded the opportunity to retain, advise and consult with independent counsel and has waived her right to do so, electing to complete the process as *pro se*. In that regard, Wife waives any right she has to raise her failure to obtain her independent legal counsel in the future to attempt to set aside the Agreement on the basis that she was not represented in the negotiation and execution of the Agreement.

18. Full Settlement

This Agreement constitutes the entire Agreement between the parties and supersedes any and all Agreements previously made by them. The provisions of this Agreement are intended and accepted by Husband and Wife as a full and final settlement of any and all past, present or future rights or claims either may have from or to the other arising out of or in any way incidental to their marriage to each other, including alimony and equitable division of property.

19. Understanding of Agreement

The parties acknowledge that they are entering into this Agreement freely and voluntarily; that they have read each page of the Agreement carefully before signing same; they have ascertained and weighed all the facts and circumstances likely to influence their judgment herein; they have had the opportunity to seek and obtain legal advice independently of each other; that

they have been duly apprised of their respective legal rights; that all the provision hereof, as well as all questions pertaining thereto, have been fully and satisfactorily explained to them; that they have given due consideration to such provisions and questions; and that they clearly understand and assent to all the provisions hereof. The parties acknowledge each to the other that each is mentally competent and is not suffering under any disabilities.

20. Merger

The parties each hereby agree that this Agreement shall be submitted to the Court in the above-styled Civil Action as the final Agreement of the parties with reference to the subject matter contained herein and for incorporation into any final order rendered in said Civil Action. This Agreement shall merge into the Final Judgment and Decree in any subsequent divorce action.

21. Binding Agreement

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

22. Effective Date

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

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23. Georgia Law

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

CHARLES DAVID HUNTER 05/09/2024
CHARLES DAVID HUNTER, Petitioner

STATE OF Florida

COUNTY OF Pinellas

Sworn to and affirmed before me, this 9 day of May 2024.



Jason Brock

NOTARY PUBLIC, Commission expires 09/07/2027

 Personally Known X Produced ID

Type of ID GA DL
Notarized online using audio-video communication

WEI PENG HUNTER 05/10/2024
WEI PENG HUNTER, Respondent

STATE OF Florida

COUNTY OF Pinellas

Sworn to and affirmed before me, this 10 day of May 2024.



Jason Brock

NOTARY PUBLIC, Commission expires 09/07/2027

 Personally Known X Produced ID

Type of ID GA DL
Notarized online using audio-video communication