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IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
(BESSEMER DIVISION)

9/26/2011 12:00 PM
DR-2010-900171.00
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
BENNY R. WATSON, CLERK

IN RE THE MARRIAGE OF:

JOHN LEON KONTOS,

PLAINTIFF,

v.

GINGER ABRAMS KONTOS,

DEFENDANT.

FILED
SEP 21 2011

SEP 21 2011

CIVIL ACTION NUMBER:
DR 2010-900171 (EBV)



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Bk: LR201462 Pg: 12189
Jefferson County, Alabama
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Judge of Probate- Alan L. King



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Shelby Cnty Judge of Probate, AL
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FINAL JUDGMENT OF DIVORCE

This cause, coming on to be heard, was submitted for final judgment upon the pleadings and proof. Upon consideration thereof, it is ordered and adjudged by the Court as follows:

FIRST: That the bonds of matrimony heretofore existing between the parties are hereby dissolved, and Plaintiff, JOHN LEON KONTOS and Defendant, GINGER ABRAMS KONTOS, are divorced each from the other.

SECOND: That neither party shall marry again except to each other until sixty (60) days after the date of this Judgment of Divorce, and if an appeal is taken (which must be instituted within forty-two (42) days from this Judgment, or from the date that a post-trial motion is denied, then neither party shall again marry except to each other during the pendency of the appeal.

THIRD: That reference is hereby made in this Final Judgment of Divorce to a separate order entitled Income Withholding for Support, which is specifically incorporated herein as a part of this Court's Order and decree and in this cause; however, this Order shall NOT be served until further Order of the Court.

FOURTH: That costs of court in this cause are taxed as paid.

FIFTH: It is further ORDERED, ADJUDGED and DECREED by the Court that the agreement of the parties filed in this cause, attached hereto, is hereby ratified and approved and made a part of this decree the same as if fully set out herein and the parties to this cause are ordered to comply therewith.

LAST ITEM

DONE and ORDERED this the 20th day of September, 2011.

Copies of this Judgment mailed pursuant to Rule 77(d) of the Alabama Rules of Civil Procedure this date.

Dated: _____, 20____.

Karen Dunn Burks, as clerk of the Circuit Court, Tenth Judicial Circuit of Alabama, Bessemer Division, do hereby certify that the foregoing is a true, correct and full copy of the instrument herewith set out as appears of record in said Court.

Witness my hand and the seal of said Court, this the 1st day of August, 2014.

[Signature] Clerk
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POSTNUPTIAL AGREEMENT

FOR

JOHN L. KONTOS AND GINGER A. KONTOS

THIS POSTNUPTIAL AGREEMENT [hereinafter "Agreement"] is entered into this 26 day of October, 2010, by and between John L. Kontos, [hereinafter "Husband"] and Ginger A. Kontos, [hereinafter "Wife,"] [and collectively as the "Parties"], both adult residents presently residing at 27 Ridgeland, Tuscaloosa, Tuscaloosa County, Alabama 35406.

WHEREAS, the Parties are married under the laws of the State of Alabama and have two children, to wit: Stephanie Kontos, d.o.b., 12/14/93; and Alexis Kontos, d.o.b., 5/31/95; and

WHEREAS, the Parties recognize that, although this Agreement is not entered into in contemplation of divorce, unfortunate disputes and misunderstandings may be avoided by determining, at this time, their respective rights in the event of their separation, divorce or legal proceedings leading to divorce of the Parties; and

WHEREAS, each Party is represented by independent counsel and has had independent legal advice regarding this Agreement and its legal effect upon their rights resulting from marriage, with Judith S. Crittenden, counsel for Husband; and E.L. Brobston, counsel for Wife; and

WHEREAS, Husband presently owns certain property, the description and estimated value of which has been disclosed to Wife prior to the execution of this Agreement as reflected by the attached Exhibit "A" that is incorporated by reference as part of this Agreement; and

WHEREAS, Wife presently owns certain property, the description and estimated value of which has been disclosed to Husband prior to the execution of this Agreement as reflected by the attached Exhibit "B" that is incorporated by reference as part of this Agreement; and

WHEREAS, each Party acknowledges that at the time of execution of this Agreement each is satisfied as to the completeness, accuracy, and adequacy of the disclosure reflected in said Exhibits.



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WHEREAS, by this Agreement, the Parties intend to avoid litigation and intrusion into their professional and personal lives and, therefore, fix, limit, and determine by this Agreement, all interests, rights, and claims that would accrue to each of them in the property and separate estate of the other by reason of their marriage and to accept the provisions of this Agreement in lieu of and in full discharge, settlement, and satisfaction of any and all interests, rights, claims that otherwise each might or could have in or to the property and separate estate of the other in the event of separation, divorce or other proceedings that result in the termination of their marriage.

NOW THEREFORE in consideration of their mutual promises, covenants, warranties, and other good and valuable consideration, including their mutual desire to have this Agreement govern their respective rights and obligations, the receipt and adequacy of which is hereby acknowledged, the Parties desire to enter into this Agreement in lieu of pursuing through litigation, or other means, any other rights, claims or interests each may have by law resulting from their marriage in the event of separation, divorce or other proceedings that results in the termination of their marriage. This consideration includes, but is not limited to, the waiver by Wife of all her marital rights in and to the real, personal, and including the separate property of Husband, specifically as set forth more fully below.

Based upon this and other good and valuable consideration expressed herein, Husband hereby agrees to convey specific real estate to Wife, to have and to hold to Wife, her heirs and assigns, for her own sole and separate use, benefit, and behalf forever (Paragraph 5), as set forth below; and, in addition, Husband agrees to transfer and convey ninety (90) Percent of the real property, referred to herein as the Farm, to the Parties' two children, more fully set forth below (Paragraph 7):



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[Signature]

Husband's Payments to Wife upon Termination of Marriage:

The Parties hereby agree that upon the entry of a Final Judgment of Divorce or legal separation or other dissolution of the marriage, by a court of competent jurisdiction, it is their express intention by this Agreement that the Parties shall submit to the Court this Agreement for its incorporation and ratification by the Court, as a part of said Judgment as a complete and final settlement of any such proceeding. Upon entry of such Judgment with this Agreement incorporated therein, as stated, Husband hereby agrees:

1. Within thirty (30) days from the date of entry of the said Final Judgment of Divorce, Husband shall pay to Wife the sum of Five Hundred Thousand (\$500,000.00) Dollars. For purposes of State and Federal income tax, said payment shall neither be taxable as income to Wife nor deductible by Husband.

2. In the event any amount to be paid by Husband to Wife, as set forth in Paragraph 1, above, remains unpaid upon his death, any such unpaid portion shall constitute a valid, enforceable claim against Husband's estate.

Additionally, in the event of the death of Wife prior to her receiving payment in full, any such unpaid portion shall be a valid claim by Wife's estate against Husband and/or his estate.

3. Additionally, within thirty days from the date of entry of a Final Judgment of Divorce, or legal separation or other dissolution of the marriage, by a court of competent jurisdiction, incorporating and ratifying this Agreement as a part of said Judgment as a complete and final settlement of any such proceeding, Husband shall execute a Note to Wife in the principal sum of Two Million (\$2,000,000.00) Dollars with interest accruing on the unpaid principal at the rate of Four (.04%) percent per annum. Pursuant to said Note, Husband shall pay to Wife said sum in equal annual installments, in an amount not less than the Four (.04)% Percent per annum interest, or, at Husband's election, more frequently but not less than once per year for a period not to exceed twenty (20) years. No later than twenty (20) years from the date of entry of a Final Judgment of Divorce, Wife shall have received payment in full of said principal sum plus any unpaid interest accruing thereon. Said payments shall begin, on the first day of



the first month following the entry of a Final Judgment of Divorce, incorporating this Agreement as stated above, and shall continue on the first day of said month each year thereafter (or more often upon Husband's election) until such time as Wife has received payment in full in the principal amount of (\$2,000,000.00) Dollars plus any interest accruing thereon (as set forth in this Paragraph) but not later than twenty years from the date of execution of the said Note, at which time said obligation shall be deemed fully satisfied, whereupon Husband's obligation to make such payments shall terminate.

For purposes of State and Federal income tax, said principal payments shall neither be taxable, as income, to Wife nor deductible by Husband. However, any interest payments received by Wife shall be taxable as income, in accordance with applicable law.

4. For so long as Husband is obligated to make payments on the Note in the amount of Two Million (\$2,000,000.00) Dollars as set forth in Paragraph 2, above, he shall maintain life insurance on his life with a death benefit of Two Million Dollars, with Wife designated as the beneficiary thereof. However, Husband shall have the right to obtain term life insurance with a death benefit diminishing each year in accordance with the amount of any annual payment made.

Real Estate:

The Parties acknowledge that, in consideration for the immediate execution of this Agreement and for the rights and benefits contained herein, the real estate transfers set forth in Paragraphs 5, 6, and 7, herein below, shall be completed within sixty (60) days from the date of execution of this Agreement, as follows:

Residence – 27 Ridgeland, Tuscaloosa, Alabama 35406:

5. Husband shall transfer to Wife, by appropriate deed, all right, title and interest in and to 27 Ridgeway, Tuscaloosa, Alabama 35406, said property more specifically described in that certain deed recorded in the Probate Court of Tuscaloosa County, Alabama, Deed Book 2008, Page 14360, attached to this



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Agreement as Exhibit "C." Husband thereby shall relinquish any and all interest he may have in said real estate.

House and Property in Destin, Florida:

6. Wife shall transfer to Husband, by appropriate deed, all right, title and interest in and to the house and property located in Destin, Florida. Wife thereby shall relinquish any and all interest she may have in said real estate.

Farm in Tuscaloosa County, Alabama:

7. The parties acknowledge that the Farm located in Tuscaloosa County, Alabama [hereinafter the "Farm"], which is more specifically described in that certain deed (with Exhibit "A" attached thereto), as recorded in Volume 1163 Page 443 in the Probate Court of Tuscaloosa County, Alabama is presently titled in Husband's name alone, and said deed, with attachment, is attached to this Agreement as Exhibit "D." With respect to the Farm, Husband hereby agrees to transfer title to Ninety (90%) Percent of said Farm to the Parties' two children, Stephanie L. Kontos, and, Alexis R. Kontos, each receiving an undivided 45% interest. Husband shall retain the remaining Ten (10%) interest therein. Wife hereby relinquishes any and all interest she may have therein. Unless otherwise agreed upon by the Parties in writing and signed by both Parties, said transfer, by appropriate deed, shall be executed and completed on or before thirty (30) days from the date of execution of this Agreement.

Husband's Business Interests:

8. The Parties acknowledge that Husband is the sole owner of Alex Kontos Fruit Company, Kontos Brokerage, Inc., and Kontos Holding, L.L.C., where he has worked throughout his lifetime and, additionally, that these businesses have been in his family for generations. The Parties recognize, moreover, that Husband acquired the above-referenced business entities substantially by gift or inheritance, and, as such, these business interests constitute Husband's separate property. In consideration of the genesis and history of these business entities, as well as other valuable benefits received by Wife herein, Wife hereby acknowledges that said business interests, Alex Kontos Fruit Company, Kontos Brokerage, Inc., and Kontos Holding, L.L.C., including but not limited to, any



related business entities and/or enterprises are the separate property of Husband, and specifically not marital property, and further Wife, hereby, relinquishes and waives any and all interest, claim, and/or right she may assert now or hereafter in and to Alex Kontos Fruit Company, Kontos Brokerage, Inc., and Kontos Holding, L.L.C., and any business entities, and/or enterprises derived therefrom and/or related thereto.

Parties' Rights to Separately Owned Property:

9. a. The Parties hereby covenant and agree that each Party, respectively, regardless of their marriage, shall have and separately retain all rights in and to his or her own property and assets, including all earnings and income (hereafter referred to as his or her own respective "separate estate") as now constituted and as hereafter constituted at any time and from time to time, whether real, personal, or mixed, whether tangible or intangible, and regardless of whether now owned or hereafter acquired by any means; and each of the parties hereto shall have the absolute and unrestricted right during his or her lifetime to make any disposition whatsoever of his or her respective separate estate, or any asset thereof, whether with or without any consideration from anyone for any such disposition, free from any claim or right that could otherwise be asserted under the law by the other of the Parties hereto by reason of their marriage.

b. In the event that either of the Parties desires to mortgage, sell, or convey any portion of his or her property or estate, whether real or personal, each one will join in such bill of sale, deed of conveyance, or mortgage, as may be necessary in order to effect such sale, conveyance, or mortgage. Notwithstanding the foregoing and except as otherwise specifically provided in this Agreement, neither Party shall be obligated by the terms of this Agreement to incur or in any way subject himself or herself to any liabilities which may have been or shall at any time in the future be created by the other Party.

c. Each Party shall be solely responsible for the payment and satisfaction of debts, liabilities, and obligations owed by such Party with respect to his or her separately owned property or with respect to his or her personal or business activities, whether incurred prior or subsequent to the execution of this



Agreement. Each Party hereby indemnifies and holds the other Party harmless from any and all such indebtedness, liabilities and obligations.

Irrevocable Insurance Trusts:

10. The Parties recognize that there are irrevocable insurance Trusts, established prior to the execution of this Agreement, some existing in Husband's name alone and some existing in the Parties' names jointly, as more specifically set forth as Exhibit "A" to the Personal Financial Statement provided by John L. Kontos and dated June 30, 2010. With respect to said irrevocable trusts, the Parties hereby agree that, following the execution of this Agreement, said trusts shall remain unaltered, unchanged and in full force and effect.

Termination of Marriage by Separation, Divorce or Legal Proceedings:

11. a. The Parties agree that in any proceeding for divorce or separation they shall submit this Agreement to the Court for its incorporation and ratification as the terms and conditions of any such divorce and/or legal separation proceeding and/or separation during the pendency of any such proceeding.

b. Except as provided in this Agreement, in the event of the divorce or separation of the Parties for any reason whatsoever, regardless of which Party initiates the proceedings, and subject to the provisions contained in this Agreement, neither Party shall be obligated to pay to the other Party any alimony whether lump sum or periodic, spousal support, or any payment in the nature of alimony and/or spousal support, or, to make any property settlement or equitable distribution of assets or income and/or proceeds from said assets to the other, or, to make any other payment or distribution of assets or income and/or proceeds from said assets of any kind in connection with the divorce.

c. Additionally, in the event of the divorce of the parties, (i) each shall continue to own all of his or her individually owned assets and each shall be responsible for any and all debts of their individual making and all other debts incurred during the marriage shall be assumed by the Party in whose name any such debt is incurred with the express agreement that neither Party shall hereafter incur any indebtedness for which the other may be liable. Each Party



hereby affirms to the other that he and/or she has made a full and fair disclosure of any and all debts existing at the time of execution of this Agreement.

d. Each party shall indemnify and hold the other harmless for any and all of his or her respective debt obligations and agrees to pay a reasonable attorney's fee and other reasonable costs associated with the enforcement of such indemnification.

Non-Dischargeability in Event of Bankruptcy:

12. With respect to Husband's obligations to make certain payments to Wife contained in Paragraphs 1 and 2, above, and, additionally, as to each party's responsibility for payment of certain debts and liabilities, and their obligations to hold the other party harmless for the payment thereof, the parties understand and agree that their obligations are intended and construed as non-dischargeable debts pursuant to the Bankruptcy Code, whether in the event of voluntary or involuntary bankruptcy, these obligations being made a part of their Agreement as a final financial settlement for both parties.

Rights of the Parties to Voluntarily Transfer Interests to Each Other:

13. Nothing contained in this Agreement shall operate to prevent the voluntary transfer by either Party to the other of any property, or interest in it, that may be transferred voluntarily and lawfully during his or her lifetime or by Will or otherwise upon death and neither Party intends by this Agreement to limit or restrict in any way the right or power to receive any such transfer or conveyance from the other, however, this provision shall not be construed as a promise or representation that any such additional transfer, conveyance, gift, bequest, or devise shall be made by either Party.

Continuing Provision for Family Needs During Marriage:

14. The Parties agree that, so long as their marriage continues, each shall continue to provide, as in the past, for family needs and support.



Entire Agreement.

15. The Parties expressly agree that this Agreement constitutes their entire agreement between the Parties, and any change or modification of this Agreement must be in writing and signed by the Parties hereto.

Interpretation and Implementation:

16. This Agreement shall be controlled, construed and given effect by and under the laws of the State of Alabama. It is intended that this Agreement shall continue to be valid and effective without respect to where the parties are domiciled at any time in the future.

Severability.

17. The invalidity of any portion of this Agreement shall not affect the remaining portions hereof.

Acknowledgement of Binding Effect.

18. This Agreement, upon execution by the parties, shall be binding upon, and shall inure to the benefit of the parties hereto, and their heirs, executors, administrators, devisees, legatees, successors and assigns. Both Parties are aware and acknowledge that, pursuant to Ala. Code § 30-4-9 (1975) they are deemed, by law as husband and wife, to have the capacity to contract with each other. Furthermore, the Parties acknowledged that based upon Alabama law, including the Alabama Supreme Court case of *Tibbs v. Anderson*, 580 So.2d 1337 (Ala. 1991) that postnuptial agreements are valid and that the Parties, herein, in order to avoid the legal ramifications of Alabama divorce law, have met not only one, as required, but both the burdens expressed therein expressed as follows: (1) the consideration to enter this Agreement is adequate as to each Party and the entire transaction is fair, just and equitable; and (2) this Agreement is entered into voluntarily with competent independent advice and full knowledge by both Wife and Husband of each Party's interest in the other's estate and its approximate value.



POSTNUPTIAL AGREEMENT FOR
JOHN L. KONTOS AND GINGER A. KONTOS

IN WITNESS WHEREOF the parties hereto have set their hands and seals all on
the date and year first set forth above.


JOHN L. KONTOS


GINGER A. KONTOS

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that John L. Kontos, whose name is signed to the foregoing
Postnuptial Agreement and who is known to me, acknowledged before me on
this day that, being informed of the contents thereof, he executed the same
voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of October, 2010.


NOTARY PUBLIC
My commission expires: 9-9-11

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that Ginger A. Kontos, whose name is signed to the foregoing
Postnuptial Agreement and who is known to me, acknowledged before me on
this day that, being informed of the contents thereof, she executed the same
voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of October, 2010.


NOTARY PUBLIC
My commission expires: _____



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Shelby Cnty Judge of Probate, AL
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CERTIFICATION OF ATTORNEYS

I, Judith S. Crittenden, hereby certify that I am a duly licensed attorney, admitted to practice law in the State of Alabama; that I have consulted with John L. Kontos, a party to the foregoing Agreement, and that I have fully advised him of his property rights and of the legal significance of the foregoing Agreement; and that he has acknowledged a full and complete understanding of the legal consequences and of the terms and provisions of the foregoing Agreement and has freely and voluntarily executed the Agreement in my presence.


Judith S. Crittenden

I, E.L. Brobston, hereby certify that I am a duly licensed attorney, admitted to practice law in the State of Alabama; that I have consulted with Ginger A. Kontos, a party to the foregoing Agreement, and that I have fully advised her of her property rights and of the legal significance of the foregoing Agreement; and that she has acknowledged a full and complete understanding of the legal consequences and of the terms and provisions of the foregoing Agreement and has freely and voluntarily executed the Agreement in my presence.


E.L. Brobston

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Section 1.3 ACTION PENDING

WHEREAS, an action for divorce is now pending in the above Court; and,

Section 1.4 AGREEMENT REACHED

WHEREAS, the parties have come to an agreement settling all of their respective rights and obligations relevant to this action; and,

Section 1.5 JOINT REQUEST FOR IMMEDIATE SUBMISSION TO THE COURT

WHEREAS, Husband and Wife do hereby jointly request and consent to an immediate submission of this Agreement of the Parties to the Court and to an entry of judgment by incorporation of said Agreement into the Final Judgment of Divorce.

Section 1.6 INTRODUCTION TO AGREEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, for good and valuable consideration, by and between the parties and counsel, in the event the Petition for Divorce is granted and this Agreement of the Parties is approved by the Court, the following shall be the terms and conditions for relief in this action, to be incorporated in and made a part of the Final Judgment of Divorce of this Court. This Agreement is subject to the Court's approval; provided, however, that, except as to matters relating to child custody, visitation and support, after said Court's approval, this Agreement shall thereupon be forever binding on the parties hereto.



Handwritten signature/initials

II. GENERAL PROVISIONS

Section 2.1 EXECUTION OF INSTRUMENTS

Each party shall promptly execute and deliver to the other party all instruments which may be necessary, convenient or appropriate to carry into effect any provision of this Agreement.

Section 2.2 ABSENCE OF DURESS

Each party states that he or she has freely entered into this Agreement. This Agreement was executed free of any duress, coercion, collusion, or undue influence. In some instances, it represents a compromise of disputed issues; however, both parties believe that its terms and conditions are fair and reasonable.

Section 2.3 ENTIRE AGREEMENT

Both parties acknowledge that no representations, warranties, promises, covenants, or undertakings of any kind have been made to him or her as an inducement to enter into this Agreement, other than those expressly set forth herein. This Agreement is intended to be, and is, the complete agreement of the parties.

Section 2.4 DIVESTING OF PROPERTY RIGHTS

Except as otherwise provided for in this Agreement, each party shall be divested of and each party waives, renounces and gives up all right, title and interest in and to the property awarded to the other. All property and money received and retained by the parties shall be the separate property of the respective party, free and clear of all right, title, interest or claim of the other party, except as is specifically stated herein.

[Handwritten signature]

Section 2.5 INCORPORATION OF AGREEMENT INTO JUDGMENT

Husband and Wife will submit this Agreement to the Court for approval. However, this Agreement shall be null and void and of no legal force and effect, in the absence of Court approval and incorporation into the judgment as provided above.

Section 2.6 FINANCIAL DISCLOSURE

By the execution of this instrument, each party warrants and represents to the other party that he or she has fully disclosed his or her financial status; that the terms of this Agreement are fair, just and equitable.

Section 2.7 NON-DISCHARGEABILITY

With respect to each party's responsibility for payment of certain debts and liabilities and their obligation to hold the other party harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under the Bankruptcy Code, this obligation being a part of the financial support settlement for both parties.

III. CHILD CUSTODY, VISITATION AND SUPPORT

Section 3.1 CUSTODY

A. It is agreed by the parties that it is in the best interest of the parties' minor daughters, namely, Stephanie and Alexis, both of whom are teenagers, for the parties to have joint legal and physical custody. Husband and Wife understand that joint custody means both parties shall retain full parental rights and responsibilities with respect to their children regardless of which party has physical custody at any particular time. The parties further agree that joint custody means shared parental



responsibility and requires the parents to confer in making major decisions affecting the health, safety, education and welfare of the children. Each party shall promptly notify the other party in the event of any emergency involving the children and regarding all events and activities in which the children are involved.

B. Both parties shall have full access to all school, educational, doctor, hospital, or other medical reports, tests, and evaluations of said children. This provision constitutes each party's consent for and release of such information to the other.

Section 3.2 DIVISION OF CUSTODIAL TIME

The parties' children are both teenagers and have been dividing their time between the parties since their separation. The parties shall continue to share time with the children as they have during their separation and as in a manner that is consistent with the children's preferences, schedules and commitments for the remainder of their minority. Neither party shall unreasonably limit the children's access to, or time with, the other party. Both parties shall be entitled to an equal share of the children's time during all holidays and summer breaks.

Section 3.3 RELOCATION

Alabama law requires each party in this action who has either custody of or the right of visitation with the children to notify other parties who have custody of or the right of visitation with the children of any change in his or her address or telephone number, or both, and of any change or proposed change of principal residence and telephone number or numbers of the children. This is a continuing duty and remains in effect as to each child subject to the custody or visitation provisions



of this Decree until each child reaches the age of majority or becomes emancipated and for so long as you are entitled to custody of or visitation with a child covered by this Order. If there is to be a change of principal residence by you or by a child subject to the custody or visitation provisions of this Order, you must provide the following information to each other person who has custody or visitation rights under this Decree as follows:

1. The intended new residence, including the specific street address, if known.
2. The mailing address, if not the same as the street address.
3. The telephone number or numbers at such residence, if known.
4. If applicable, the name, address, and telephone number of the school to be attended by the child, if known.
5. The date of the intended change of principal residence of the child.
6. A statement of the specific reasons for the proposed change of principal residence of the child, if applicable.
7. A proposal for a revised schedule of custody of or visitation with the child, if any.
8. Unless you are a member of the Armed Forces of the United States of America and are being transferred or relocated pursuant to a non-voluntary order of the government, a warning to the non-relocating person that an objection to the relocation must be made within thirty (30) days of receipt of the notice or the relocation will be permitted.

The relocating parent must give notice by certified mail of the proposed change of principal residence on or before the 45th day before a proposed change of principal residence. If you do not

[Handwritten signature]

know and cannot reasonably become aware of such information in sufficient time to provide a 45-day notice, you must give such notice by certified mail not later than the 10th day after the date that you obtain such information. Failure to notify other parties entitled to notice of your intent to change the principal residence of a child may be taken into account in a modification of the custody of or visitation with the child.

If the non-relocating party does not commence an action seeking a temporary or permanent order to prevent the change of principal residence of any child within thirty (30) days after receipt of notice of the intent to change the principal residence of the child, the change of principal residence is authorized.

Section 3.4 CHILD SUPPORT

A. The Husband shall pay to the Wife the sum of One Thousand Dollars (\$1,000.00) per child per month for the support and maintenance of the minor children of the parties. The first such payment is to be paid on or before ^{July 1, 2011} ~~February 1, 2011~~, and subsequent payments shall be made on first day of each month thereafter until such time as each minor children reaches the age of nineteen (19) years, marries or becomes self-supporting.

B. That reference is hereby made in this Agreement to a separate order entitled **Income Withholding for Support**, which is specifically incorporated herein as part of this Agreement; said Order shall NOT be entered or served as Husband is self-employed. Husband shall make child support payments directly to Wife by check.

Section 3.5 PRIVATE SCHOOL FEES

The parties children currently attend private school at American Christian Academy where the parties intend to keep them enrolled until each graduates. Husband shall pay directly the cost of such private education for the children.

Section 3.6 AUTOMOBILES FOR CHILDREN

A. On or before the parties' youngest daughter's sixteenth birthday, Husband shall purchase for her use, an appropriate and safe automobile of equivalent value and quality to that previously purchased for their older daughter.

B. Husband shall be responsible for the cost of fuel, repairs, maintenance and insurance for his daughter's automobiles for so long as he has an obligation to pay child support or post minority support for each of them.

Section 3.7 COLLEGE EDUCATION FOR MINOR CHILDREN

A. The Husband shall be responsible for and shall pay the cost of a college education for the children of the parties, to wit: Stephanie Kontos, d.o.b. December 14, 1993 and Alexis Kontos, d.o.b. May 31, 1995.

B. The Husband's obligation hereunder shall not exceed the then prevailing rate for attendance at the University of Alabama in Tuscaloosa, Alabama. The use of the phrase, "shall not exceed the then prevailing rate for attendance at the University of Alabama in Tuscaloosa, Alabama," is not intended to direct that the children actually attend that university; rather, is intended to establish the limits of Husband's financial obligation. Expenses for which Husband

shall be responsible shall include tuition, room, board, fees and books.

C. The children shall be obligated to maintain reasonable academic standards (at least a "C" average). Each party shall have full access to the children's grades and academic standing.

D. Husband's obligation hereunder shall cease upon the first to occur of the following events: failure to maintain a "C" average; failure to maintain full-time enrollment; completion of a four year course of study, or reaching the age of twenty three (23).

IV. MEDICAL AND LIFE INSURANCE FOR THE BENEFIT OF THE CHILDREN

Section 4.1 MEDICAL INSURANCE

The Husband shall provide and maintain hospitalization and major medical insurance for the use and benefit of the minor children for so long as the Father has an obligation to pay child support or post-minority support and to the extent that it is available to him through his employment. The Husband shall provide Wife with valid insurance cards to be used for the children's medical services.

Section 4.2 NON-COVERED MEDICAL EXPENSES

Any reasonable and medically necessary medical, dental, orthodontic, optical and/or other expenses incurred for the mental and/or physical well-being of the children not covered by said insurance, or in excess of said insurance coverage (including deductibles and co-pays) shall be paid by Husband for as long as child support or post-minority support is payable. The Wife shall provide Husband with statements, bills, receipts or other written proof of such expenses as set out above on a monthly basis.



V. ALIMONY

Each party hereby expressly waives the right to receive alimony from the other, past, present and future.

VI. DEBTS AND PROPERTY DIVISION

A. The parties negotiated and signed a Postnuptial Agreement which sets out the manner in which all their debts and property, real, personal and mixed, are to be divided upon divorce. The terms of said Agreement are incorporated herein by reference as if set forth in detail herein and said Postnuptial Agreement is attached hereto as Exhibit "A."

B. The foregoing is a full, final, equitable and complete property division between Husband and Wife. Property transfers under this divorce agreement, whether in cash or in kind, are intended to be nontaxable events under IRS Code Section 1041. Cash payments that are part of a division of property are to be treated as non-alimony under IRS Code Section 71(b)(1)(B).

VII. TAX CONSIDERATIONS

Section 7.1 DEPENDENCY EXEMPTION

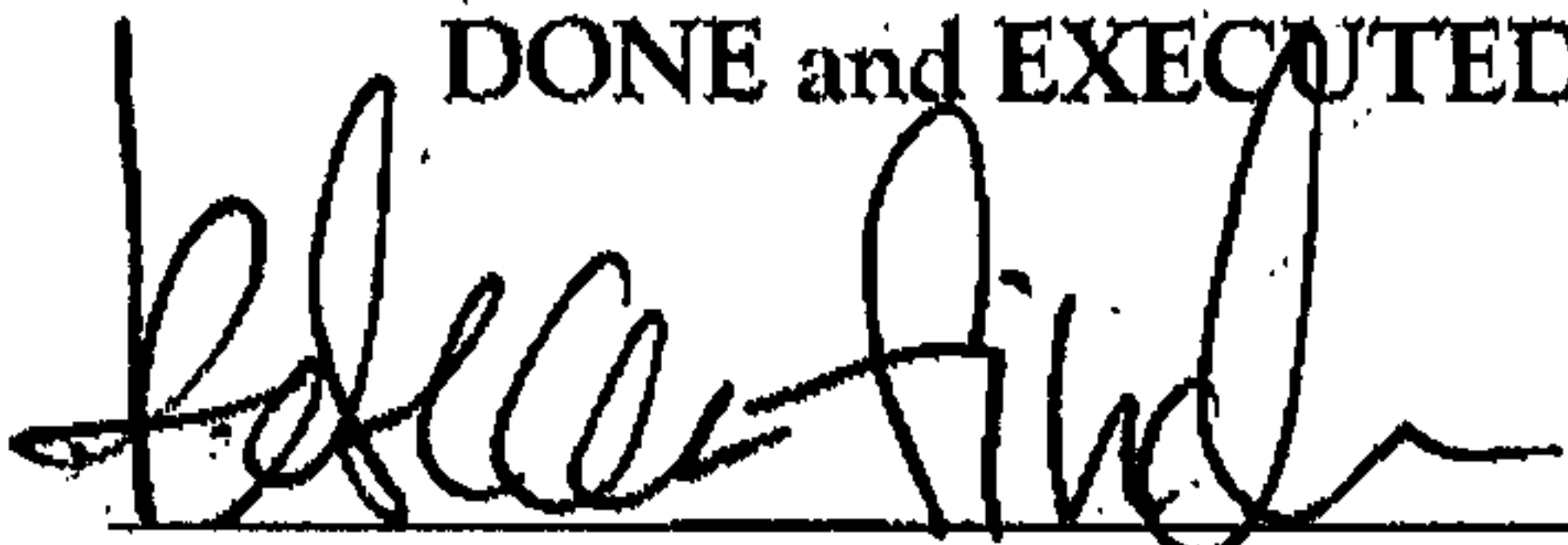
The Wife shall be entitled to claim the minor children of the parties as dependents for state and federal income tax purposes.

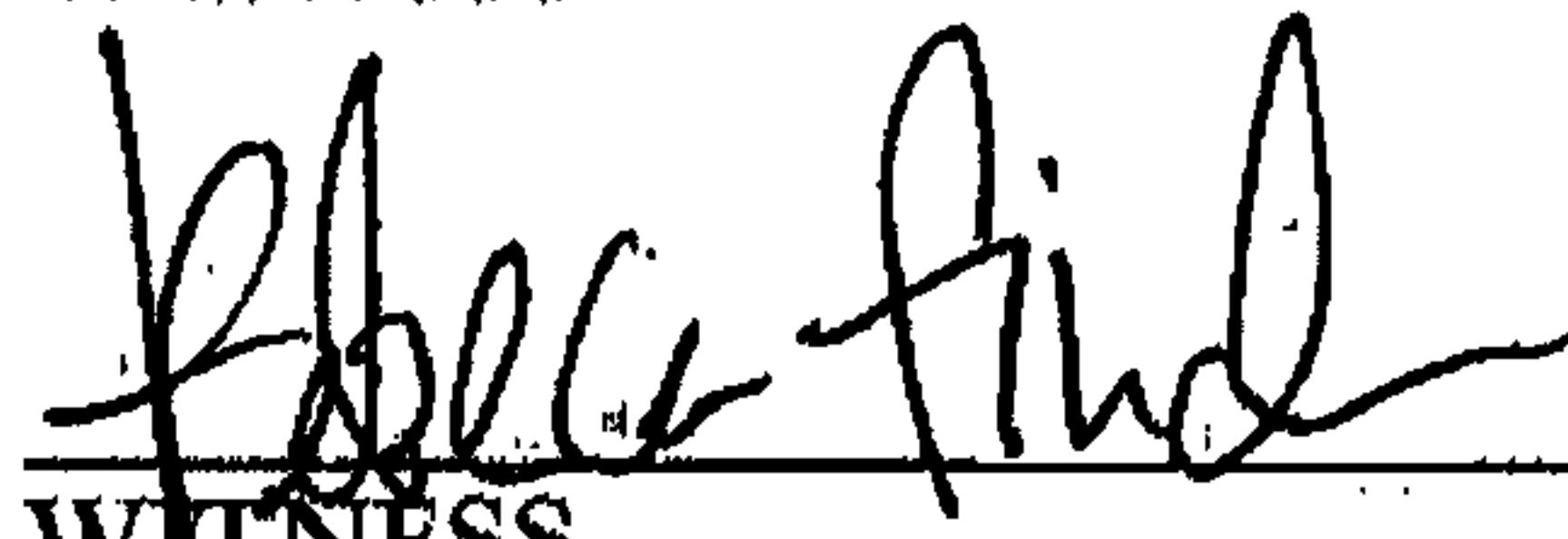
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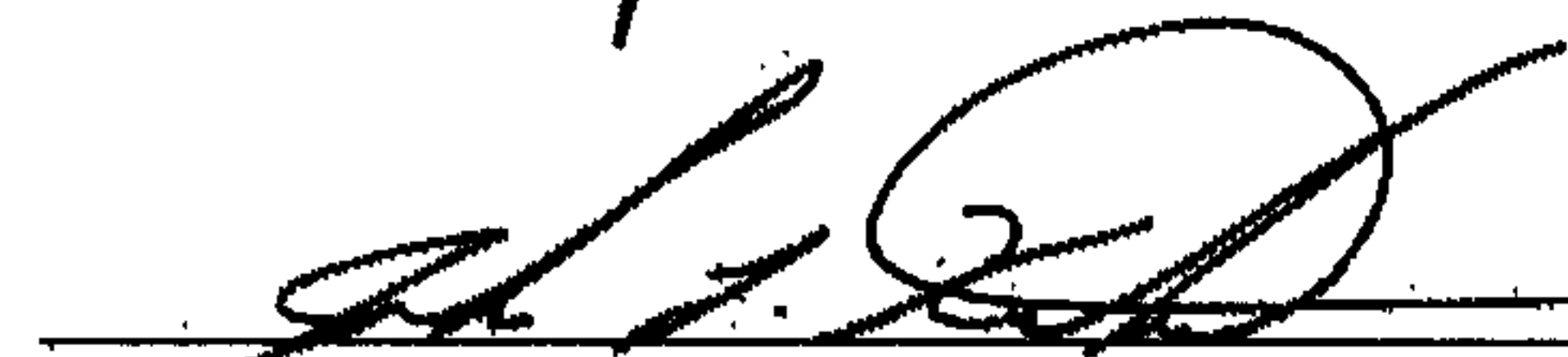
VIII. ATTORNEY'S FEES AND COSTS

The Husband shall pay Wife's reasonable attorney's fees; costs of court shall be taxed as paid.

DONE and EXECUTED this the 3rd day of JANUARY, 2011.


WITNESS


WITNESS


JOHN LEON KONTOS


GINGER ABRAMS KONTOS

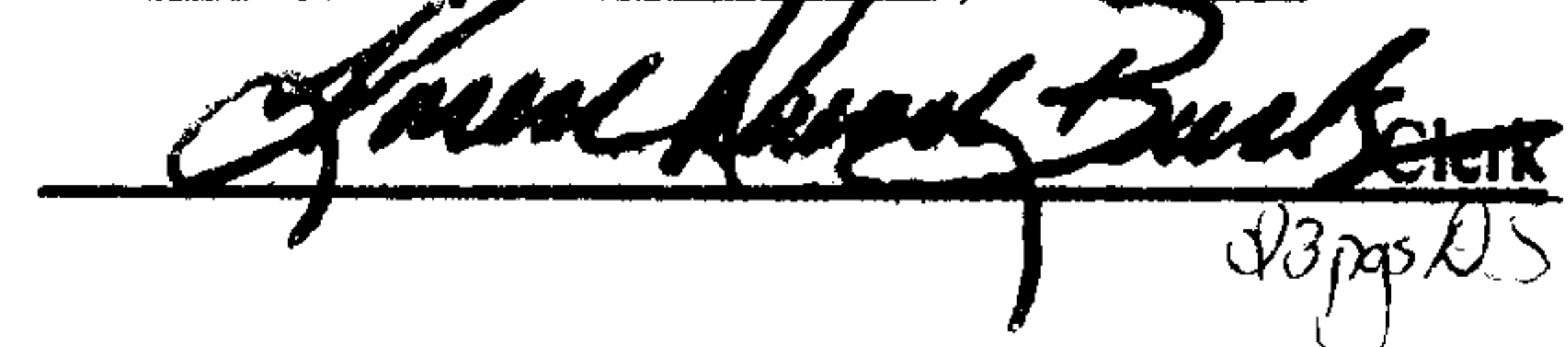
20140801000688330 23/23
Bk: LR201462 Pg:12189
Jefferson County, Alabama
08/01/2014 02:43:54 PM CO
Fee - \$82.00

Total of Fees and Taxes-\$82.00
KWBESS


20140922000296260 23/23 \$80.00
Shelby Cnty Judge of Probate, AL
09/22/2014 10:46:00 AM FILED/CERT

I, Karen Dunn Burks, as clerk of the Circuit Court, Tenth Judicial Circuit of Alabama, Bessemer Division, do hereby certify that the foregoing is a true, correct and full copy of the instrument herewith set out as appears of record in said Court.

Witness my hand and the seal of said Court, this the 1st day of AUG, 20 14.


Clerk
d3pgs DS

