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58-DR-2014-900587.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

KHOULY MADIAN,
Plaintiff,

V.

IBRAHAM ZAHEDA,
Defendant.

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Case No.: DR-2014-900587.00

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Shelby Cnty Judge of Probate, AL
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Final Judgment of Divorce

This cause coming on to the heard was submitted for final decree upon the pleadings and proof, and the Court having considered the same as it is alleged in the complaint and, shown by the proof and hereby found by the Court that the Plaintiff, **Madian Khouly** and Defendant, **Zaheda Ibrahim** are residents of the State of Alabama and have been for a period of at least (6) six months preceding the filing of the complaint in this cause.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court as follows:

FIRST: That the bonds of matrimony heretofore existing between Plaintiff and Defendant be and the same are hereby dissolved, and the Plaintiff, **Madian Khouly**, forever divorced from the said Defendant **Zaheda Ibrahim** for irreconcilable differences during the marriage of the parties.

SECOND: The parties have entered into an agreement of divorce dated the 23rd day of July, 2018, settling all property rights and marital obligations between the parties, and the same is hereby adopted and attached to this decree and made a part hereof and incorporated herein as part of the Court's decree.

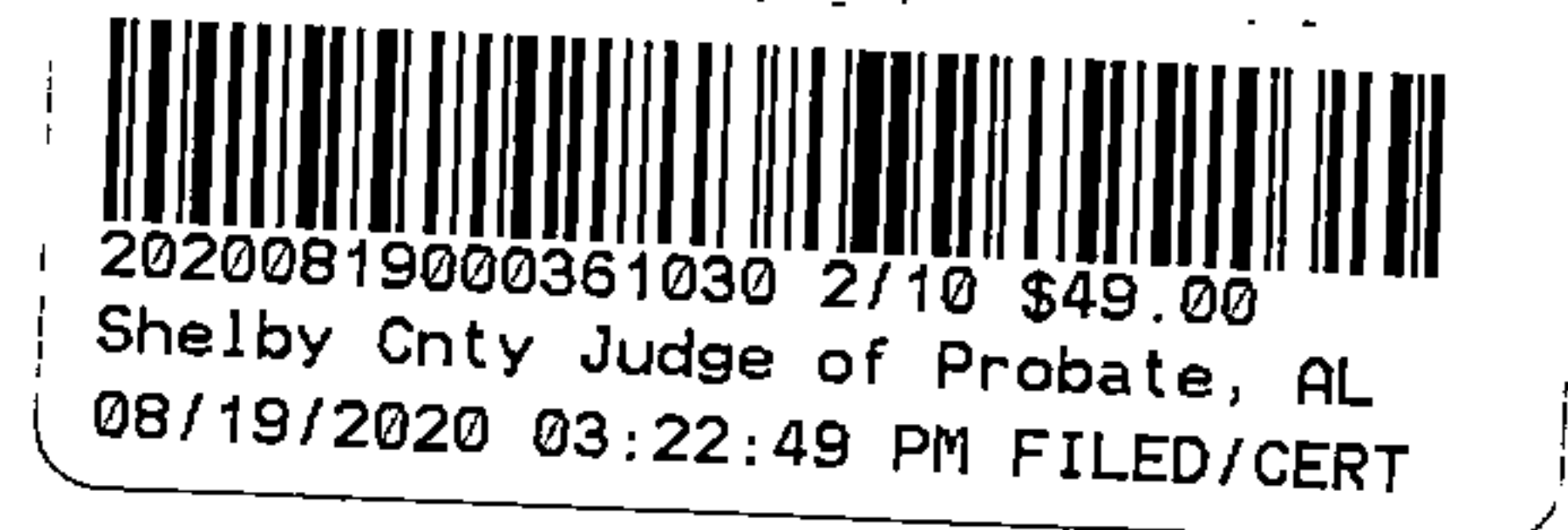
THREE: That neither the Plaintiff nor Defendant shall remarry (except to each other) until sixty (60) days after the date of this Judgment of Divorce. If an appeal is taken (which must be instituted within forty-two days from this Judgment, or from the date that a port-trial motion is denied), then neither Plaintiff nor Defendant shall marry (except to each other) during the pendency of the appeal.

FOURTH: That the costs of Court accrued herein are hereby taxed against the Plaintiff.

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.

DONE this 24th day of July, 2018.

/s/ LARA M ALVIS
CIRCUIT JUDGE





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CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

**IN THE CIRCUIT COURT OF SHELBY COUNTY
EIGHTEENTH JUDICIAL CIRCUIT OF ALABAMA
IN EQUITY**

**MADIAN KHOULY,
PLAINTIFF,**

V.

**ZAHEDA IBRAHAM,
DEFENDANT.**

CASE NO: DR 2014 900587

DIVORCE AGREEMENT OF THE PARTIES

THIS AGREEMENT made and entered into this 23rd day of July, 2018, by and between, **MADIAN KHOULY** (hereinafter referred to as the "Plaintiff") and **ZAHEDA IBRAHAM** (hereinafter referred to as the "Defendant").

WITNESSETH:

WHEREAS, the Plaintiff and Defendant are married to each other but have ceased living together as husband and wife because of their marital differences;

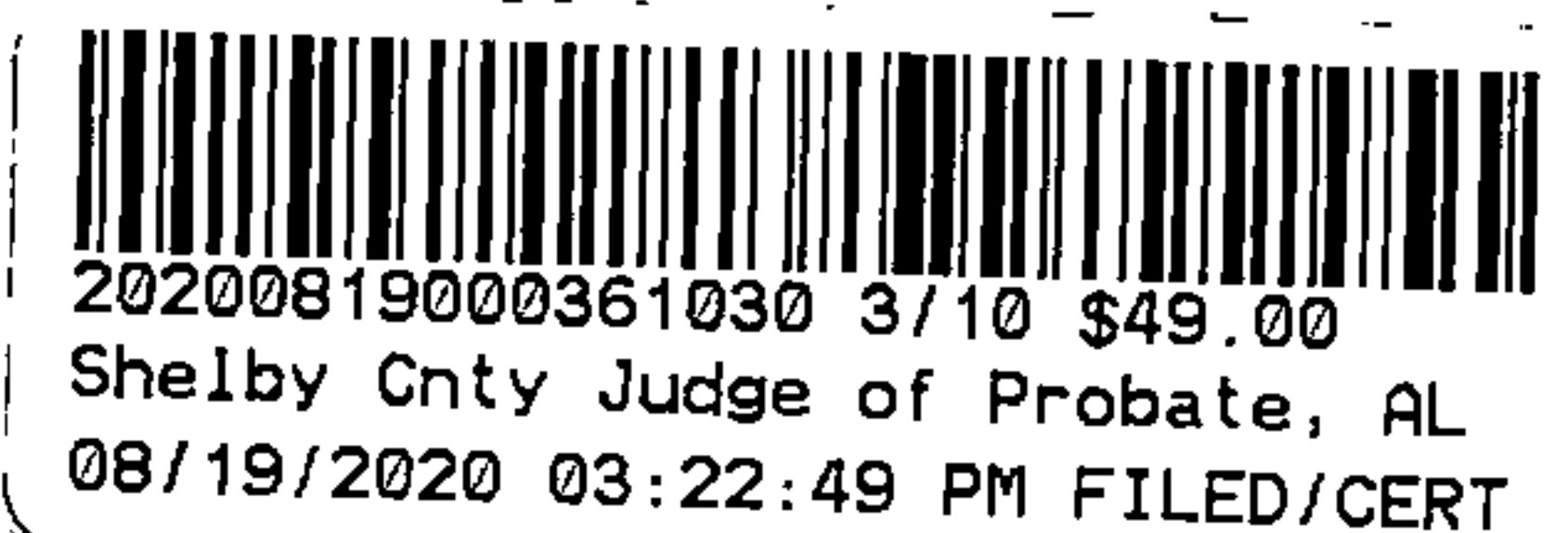
WHEREAS, the Defendant is not now pregnant; and

WHEREAS, the Plaintiff has filed a Complaint for divorce in the Circuit Court of the Eighteenth Judicial Circuit of Alabama in the above style and said case is now pending and undetermined; and

WHEREAS, the parties consider it in their best interest to settle between them now and forever their respective rights as to alimony, property, dower rights, inheritance rights, and all other rights of property otherwise growing out of the marriage relationship existing between them and which either of them now has or may hereafter have or claim to have to any property of every kind, nature and description: real, personal, or mixed, now owned by either of them;

NOW, THEREFORE, the parties for and in consideration of the mutual promises herein made and of the acts to be performed by the respective parties hereto each covenant and agree as follows:

INCORPORATION INTO DECREE



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[Signature]

1. That in the event a Final Judgment of Divorce is entered in this cause, then it is agreed that this Agreement shall be incorporated in said decree by reference thereto, subject to the approval of the Court; and it shall be binding and conclusive on the parties.

EXECUTION OF DOCUMENTS

2. Plaintiff and Defendant both agree to execute any and all necessary instruments or documents to affect the transfer of any and all property, including real and personal, as may hereinafter be provided for.

ENTIRE AGREEMENT

3. The Agreement contains the entire understanding and Agreement between the parties. There are no representations, warranties, covenants, or undertaking other than those expressly set forth herein and each party enters into this contract voluntarily, advisedly, and with full knowledge of the financial condition, nature, character, and value of the other's estate. The law of the State of Alabama shall govern this Agreement in all respects.

SEVERANCE

4. Should the Court hold any portion of this Agreement is invalid, the remainder shall be in full force and effect and the invalid portion shall be struck from the Agreement or modified as the Court shall order.

VOLUNTARY EXECUTION

5. Each party acknowledges that this Agreement has been entered into of his or her own volition with full knowledge and information including tax consequences. In some instances, it represents a compromise of disputed issues. Each believes the terms and conditions to be fair and reasonable under the circumstances. No coercion or undue influence has been used by or against either party in making the Agreement. Each party acknowledges no representation of any kind has been made to him or her as an inducement to enter into this Agreement, other than the representations set forth herein.

MODIFICATION

6. A modification or waiver of any of the provisions of this Agreement shall be effective only in writing and executed with the same formality as this Agreement, and approved by the Court, if such approval is required. 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.



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TAX LIABILITIES

7. Each party shall be responsible for their own tax liabilities.


REAL PROPERTY

8. The marital residence located at, to-wit: 4924 Monona Circle, Birmingham, Alabama 35244 (legal description: Lot 3, Block 1, according to the map and survey of Indiana Valley, 4th Sector, as recorded in Map Book 5, Page 99, in the Office of Probate of Shelby County, Alabama), shall be awarded by order of the Court to the Wife. The husband shall retain sole and exclusive use of the marital property for five years. The wife shall have sole and exclusive use of the marital property after said five years from the date of the Final Order of Divorce. If the property is sold or transferred for any reason, the then living children shall receive 50% of the proceeds of the sale. The Wife shall take no action encumber the property so as to diminish the children's share of the proceeds of sale or transfer. During the time the Husband has sole and exclusive use of the property, the husband shall maintain homeowner's insurance on the residence, including the name of the wife as long as he resides in the home. The husband shall not take any measures to depreciate the value of the home during the five years that he resides in the home. Title shall be transferred to the wife as soon as possible. The husband shall be responsible for all taxes, bills, mortgages, insurance for the five years he resides in the residence and shall indemnify and hold the wife harmless thereon.


9. The wife is awarded the property located at 1605 Kestwick Drive, Birmingham, Alabama 35244. The legal description as follows: Lot 28 according to the survey by Verdure Knolls, Third Sector as recorded in map book 20, Page 9, in the Probate Office of Jefferson County, Alabama, Bessemer Division. The wife shall be solely responsible for any and all indebtedness associated with said property and hold the husband harmless. The husband shall sign a quit claim deed immediately to transfer his interest to the wife.

CHILD CUSTODY, VISITATION, AND SUPPORT

10, Husband shall have sole custody of Haroon Khouly (5/23/2000), Hamza Khouly (11/20/2001), and Ezzidin Khouly (9/9/2004) and the Wife shall sole custody of Sara Khouly (3/11/2003). The wife shall immediately have the


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following visitation with the three sons and the father shall have same with the daughter as soon as permitted by the criminal case.

The Husband shall have visitation with Sarah on the 1st and 3rd weekends of each month from 6:00 p.m. on Friday to 6:00 p.m. on Sunday, and the Wife shall have visitation with Haroon, Hamza and Ezzidin 2^d and 4th weekends of each month from 6:00 p.m. on Friday to 6:00 p.m. on Sunday.

Wife to have visitation on Christmas Day from 3:00 p.m. until 3:00 p.m. on the following New Year's Day; and Husband to have visitation from December 18 3:00 p.m. until Christmas Day at 3:00 p.m.

Each party to have two, two-week periods during the summer so that all children have the opportunity to be together.

During the odd years, Wife shall have visitation during A.E.A. (Spring Break) vacation from 9:00 a.m. Saturday until the following Saturday at 6:00 p.m.; and the Husband shall have the same during the even years.

During the even years, Thanksgiving vacation from 6:00 p.m. Wednesday until Sunday at 6:00 p.m.;

At such other times as agreed upon between the parties.

Each parent shall keep the other informed on a current basis as to the primary residence address and telephone number where the children reside or visit.

PARENTS' RESPONSIBILITIES

A. Residence: Each parent shall keep the other informed on a current basis as to the residence address where the child reside(s) or extended visit(s).

B. Notification of Illness or Accident: In the event that a child become(s) seriously ill or requires hospitalization due to an illness or accident, the party having the actual physical custody of the child at the time of such occurrence shall promptly notify the other party of such occurrence. Such notification shall include the nature of the illness or accident, the location of the child, and the name of the child's treating physician.

C. Propriety:

1. Neither party shall in any way attempt or allow others to harass, harm, hinder, decrease or destroy the natural love of the children for the other parent. Neither parent shall make disparaging remarks or otherwise speak badly of the other parent to another party, to, or in the presence of the child and both parents shall make every effort to prevent others from doing so. Further, the parties shall strive to maintain harmonious relations for the benefit of the parties' child.

D. Telephone Access: Each party shall have reasonable telephone access with the minor child while in the physical control of the other parent. The child shall also have reasonable telephone access to both parents' at all reasonable times.

E. Access to Information:

1. Both parties shall have access to information concerning the children, including but not limited to medical, dental, and hospital records, school records, report cards, and any other information concerning the parties' minor child. This Order shall be deemed to be a release, thereby allowing school officials and/or medical providers to furnish both parties with any of the child's school, medical, dental, hospital or psychological records.

2. Both parties, with accurate contact information, shall be listed as emergency contacts with the school and shall be listed on any pick-up list.



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Each party shall keep the other informed on a current basis as to the primary residence, address and telephone number(s) where the children reside or visit.

RELOCATION OF CHILDREN

11. Alabama law requires each party in this action who has either custody of or the right of visitation with a child to notify the other party who has 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 such children reach the age of majority or become 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 the children 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:

- (a) The intended new address, including the specific street address, if known.
- (b) The mailing address, if not the same as the street address.
- (c) The telephone number or numbers at such residence, if known.
- (d) If applicable, the name, address, and telephone number of the school to be attended by the children, if known.
- (e) The date of the intended change of principal residence of the children.
- (f) A statement of the specific reasons for the proposed change of principal residence of the children, if applicable.
- (g) A proposal for a revised schedule of custody of or visitation with the children, if any.
- (h) 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. You must give notice by certified mail of the proposed change of principal residence on or before the forty-fifth (45th) day before a proposed change of principal residence. If you do not 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. Your failure to notify other parties entitled to notice of your intent to change the principal residence of the children may be taken into account in a modification of the custody of or visitation with the children. If you, as a non-relocating party, do not commence an action seeking a temporary or permanent order to prevent the change of principal residence of the children within thirty (30) days after receipt of notice of the intent to change the principal residence of the children, the change of principal residence is authorized."

SUPPORT AND MAINTENANCE



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12. The issue of child support is waived by both parties and the Husband's current child support payments shall be terminated upon the entry of a decree in this matter.

PERSONAL PROPERTY

13. The Plaintiff is vested with the full right, title and interest to the household furniture, furnishing, appliances, goods, wares and other personal property and effects in his possession and the Defendant is divested of any right, title, or interest therein, unless otherwise listed below. All items of personal or real property currently in the Plaintiff name or belonging solely to him, (except as specifically referred to in this Agreement), including without limitation, cash, bank accounts, clothing, jewelry, clothing accessories, securities, retirement plans, business interests, partnerships, insurance policies, books and the like, shall be Plaintiff's sole property, and the Defendant hereby renounces any interest that she may have therein.

The Defendant is vested with the full right, title and interest to the household furniture, furnishing, appliances, goods, wares and other personal property and effects in her possession and the Plaintiff is divested of any right, title, or interest therein, unless otherwise listed below. All items of personal or real property currently in the Defendant's name or belonging solely to her, (except as specifically referred to in this Agreement), including without limitation, cash, bank accounts, clothing, jewelry, clothing accessories, securities, retirement plans, business interests, partnerships, insurance policies, books and the like, shall be Defendant's sole property, and the Plaintiff hereby renounces any interest that he may have therein.

AUTOMOBILES

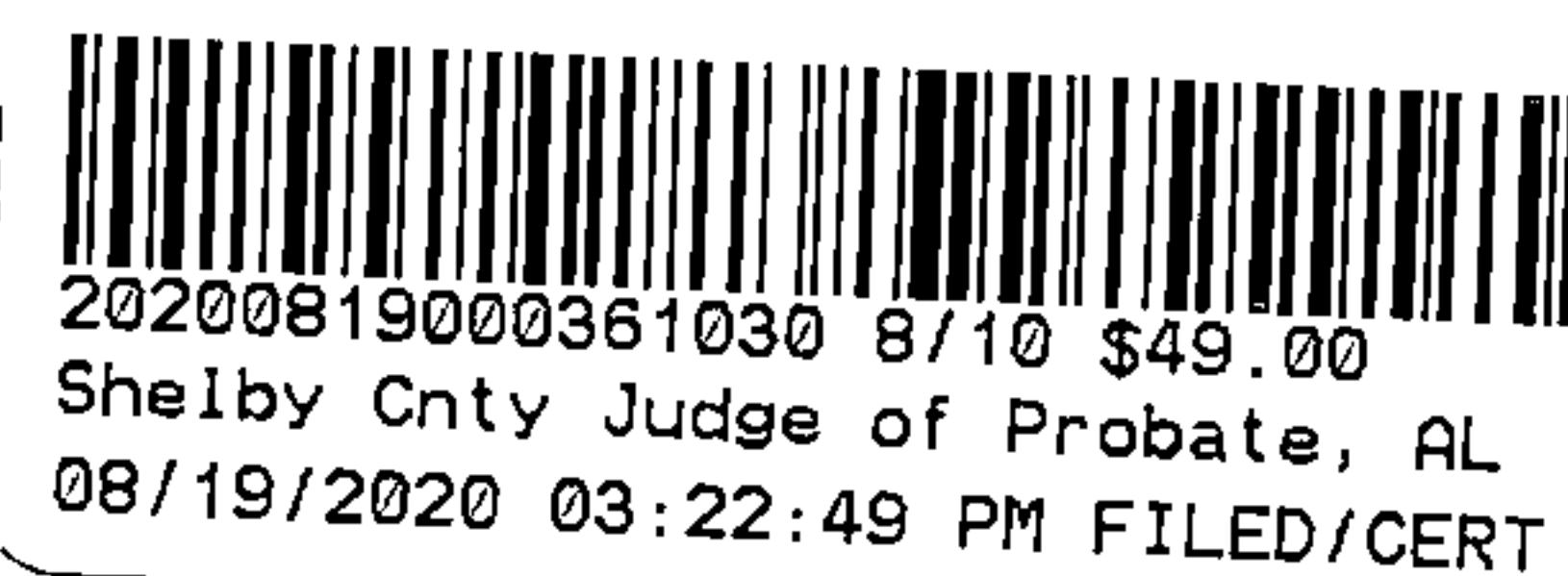
14. The Plaintiff shall have the ownership and possession of any automobiles currently in his possession and the Defendant is divested of any and all interest she may have herein. The Defendant shall have the ownership and possession of any automobiles currently in her possession and the Plaintiff is divested of any and all interest he may have herein.

ALIMONY

15. The issue of alimony is waived by both parties.

RETIREMENT PLANS

16. The parties waive any right to the other's retirement and any right to alimony.



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DEBTS

17. Each party shall be responsible for the payment of his or her respective debts that they have personally incurred.

GENERAL RELEASE

18. Each party is hereby released from any claim or obligation of any type to the other that, but for this release, would otherwise have survived this judgment of divorce, except for those obligations undertaken herein, or imposed herein, upon each party.

ATTORNEY'S FEE/COURT COSTS

19. All costs of court accrued herein shall be taxed as paid. Each party to pay their own attorneys fees.

20. That both parties agree that this Agreement is fair and reasonable, that they are signing this voluntarily and are under no duress from any party and that this Agreement shall be incorporated into and made a part of any Final Judgment of Divorce rendered herein.

OTHER

21. The wife shall cease any contact with DA (unless contacted by the DA) and not oppose the dismissal of the criminal case (sex abuse against the Plaintiff), and shall allow the daughter to appear before the criminal court to help dismiss the criminal case.

IN WITNESS WHEREOF, the parties have signed this agreement.

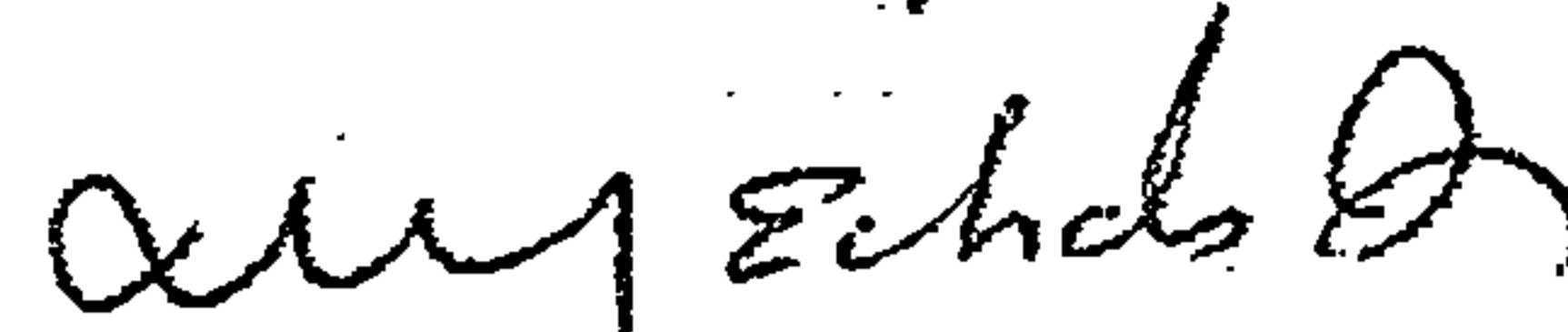

MADIAN KHOULY


ZAHEDA IBRAHIM

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county and state, hereby certify that MADIAN KHOULY, whose name is signed to the foregoing instrument, acknowledges before me on this day that being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.


Given under my hand and seal this 22 day of JULY, 2018.



NOTARY PUBLIC

My commission expires: 6/6/2021

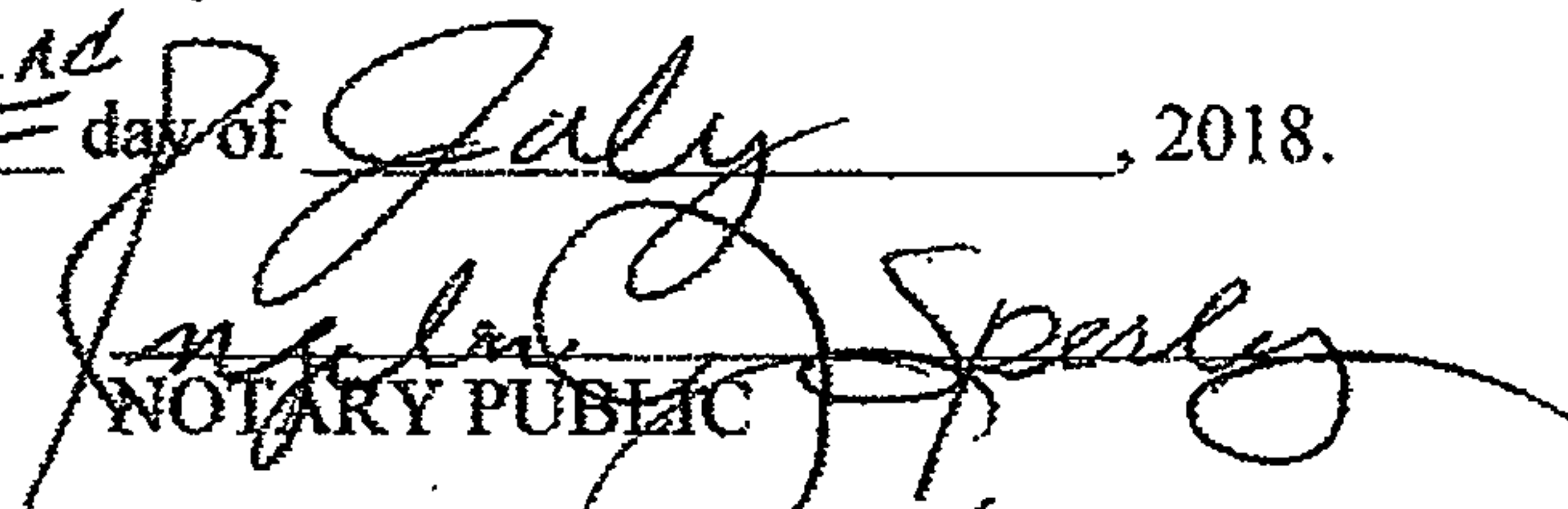
STATE OF ALABAMA)
COUNTY OF Jefferson)


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Shelby Cnty Judge of Probate, AL
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I, the undersigned, a Notary Public in and for said county and state, hereby certify that, Zaheda Tbraham whose name is signed to the foregoing instrument, acknowledges before me on this day that being informed of the contents of the instrument, she executed the same voluntarily in the day the same bears date.

Given under my hand and seal this 23rd day of July, 2018.


NOTARY PUBLIC

My commission expires 3/10/2020



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