

TEMPORARY MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made and executed in duplicate this 31 day of July, 2017, by and between MICHAEL LEONARD SWEET, JR., ("the Husband" or "Father"), and ESTHER PEARL SWEET, ("the Wife" or "Mother").

WITNESSETH:

WHEREAS, the parties to this Agreement are Husband and Wife, and were married September 14, 2014, in Winchester, Virginia, but because of differences which have arisen between them, which appear to be irreconcilable, the parties intend to voluntarily separate on or about August 1, 2017, and shall live separate and apart from each other thereafter;

WHEREAS, there are two (2) minor children born of this marriage, namely

There were no other minor children adopted during the marriage and none are expected;

WHEREAS, the parties desire by this Agreement to settle and determine, on a temporary basis, certain property rights, their mutual duties and rights pertaining to their children and support matters;

NOW, THEREFORE, for and in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. FREEDOM TO LIVE SEPARATE AND APART AND NOTICE TO PARTIES

A. Freedom to Live Separate and Apart. The parties will continue to live separate and apart from one another, and each party will be entitled to live free from the authority, or control, direct or indirect, of the other in the same manner as if unmarried, and each party will have all the lawful rights and privileges that each would otherwise have if not married to the other, including the right to reside at any location, associate with any person, engage in any occupation, employment, or business, and to contract and be contracted with, without the consent of the other.

B. Notice to Parties. The parties agree that until they have both discharged any and all obligations pursuant to this Agreement, that they shall at all times keep the other informed of his or her residence address and/or mailing address and telephone number, and shall promptly notify the other party of any change of their residence address and/or mailing address and telephone number.

2. SPOUSAL SUPPORT Court

This issue is reserved for future agreement of the parties or determination by a court of competent jurisdiction.

3. CUSTODY AND VISITATION

A. Custody. The Mother and Father shall have joint legal custody of their minor children. Mother shall be their primary physical custodian.

B. Visitation Schedule. Father shall have visitation with the minor children upon a mutually agreeable schedule developed with Mother.

C. Miscellaneous Provisions:

1) Each parent is entitled to see all records of the children and to discuss the children's situation with any school, medical, hospital, or mental health authorities unless a court specifically orders otherwise. Virginia Code §20-124.6.

2) Each parent will keep the other fully informed of the minor children's medical status and educational progress, and each shall have full access to the minor children's school and medical records with authority to communicate with the minor children's teachers, principals, counselors, doctors, or other persons who regularly see them in a professional capacity.

3) Husband and Wife each have authority to consent to emergency medical treatment. They agree to consult with each other on major health decisions. Each party agrees to consult with the other on such matters as surgery, major medical treatment, and selection of schools for the minor children with a view to arriving at a harmonious policy calculated to promote the best interests of the minor children.

4) Each party intending a change of address shall give thirty (30) days advance written notice to the Court and to the other party, pursuant to Virginia Code §20-124.5. This notice shall contain the child's full name, the case number of the cases, the party's new telephone number and street address and if different, the party's new mailing address. This notice shall be mailed by first-class mail or delivered to the Court and to the other party.

5) Husband and Wife agree to keep each other generally informed about the health and education of the minor children. The parent having knowledge of any illness or accident or other circumstances seriously affecting the health or welfare of the minor children must promptly notify the other.

6) The parties acknowledge that the welfare and best interests of their minor children are their paramount consideration. To this end, each party will make every effort to promote the relationship between the minor children and the other party. Neither party will act or speak disparagingly of the other in the minor children's presence, nor permit third parties to do so.

7) Each party shall have reasonable telephone access (including Facetime or other similar access) with the minor children during the time that the minor children are with the other party. If the minor children are unavailable when telephone visitation is initiated, and the party initiating the telephone visitation leaves a message, the party who has the minor children with him or her shall make a good-faith effort to notify the minor children of the message and encourage a return telephone call that same day. The minor children shall have the right to telephone or Facetime the other parent with whom the children are not staying at the time. Both parents agree to keep each other informed of their current telephone numbers so that communication between the minor children and the parents may occur.

8) To the extent the parties are able to mutually agree, and to the extent appropriate under the circumstances, the parties will cooperate with one another in accommodating one another should one wish to have the children for a special event or occasion other than those specified above. The parties agree that such requests shall not be unreasonably denied.

9) Both parents shall be permitted, and are encouraged, to attend the children's school and extracurricular functions regardless of whether or not the function is during that parent's period of physical custody.

10) Both parents are prohibited from openly cohabiting with a member of either sex with who they are romantically involved and with whom they are not related by blood or marriage in the presence of the children.

4. CHILD SUPPORT Court

This issue is reserved for future agreement of the parties or determination by a court of competent jurisdiction.

5. MEDICAL EXPENSES

A. Insurance. The parties acknowledge their health insurance coverage for the children is not presently available and at a reasonable costs.

B. Allocation of Unreimbursed Expenses. The parties agree that any reasonable and necessary unreimbursed medical expenses of the children shall be paid 100% by Father until such time as the child and spousal support obligations begin as

stated herein. When that occurs, the reasonable and necessary unreimbursed medical expenses of the children shall be paid 75% by Father and 25% by Mother. Mother and Father shall each be responsible for their own uninsured medical costs incurred prior to or subsequent to this agreement.

C. Method of Payment for Unreimbursed Expenses. Before reimbursement is required from the other party, the party seeking reimbursement shall be required to first demonstrate that he or she has paid the medical expense. This shall be demonstrated through providing receipts for payment of health care expenses. Upon receipt of the paid receipt, the reimbursement shall be paid by the other party within 30 days from the date of the receipt of the request and documentation. Unreimbursed medical expenses include, but are not limited to, medical or dental expenses, eyeglasses, prescription medication, prosthetics, orthodontics, and mental health or developmental disabilities services, including but not limited to services provided by a social worker, psychologist, psychiatrist, counselor, or therapist.

6. RENTAL PROPERTY

The parties agree that effective August 1, 2017, Wife and the children shall be relocating to a rental property in the City of Winchester, Virginia. The parties agree that Husband shall pay all expenses associated with Wife and the minor children obtaining and maintaining the rental home, to include the monthly rent, all applicable utilities (gas, electric, water/sewer, heat, and internet and telephone service), renters insurance and Wife's gym membership. Further, Husband shall continue to pay the joint Citi Costco card and Visa card associated with Amazon which Wife is authorized to use for all household expenses (food, clothing, and other items deemed necessary by Wife) for herself and children. The parties agree that Husband shall pay these obligations in lieu of temporary child support.

Pending a final resolution of the division of the former marital residence located at _____ Winchester, Virginia 22601. Husband shall assume sole repayment responsibility for the mortgage obligation, taxes, insurance and utility costs for the property.

7. AUTOMOBILE

Husband and Wife own a 2010 Ford Escape. Pending further agreement or court order, Husband and Wife shall share use of this vehicle. The parties agree that Husband shall be responsible for the monthly payments associated with this vehicle and he shall indemnify, defend and hold Wife harmless from any liability thereon. Further, Husband shall be responsible for the insurance and personal property taxes for this vehicle and shall indemnify, defend and hold Wife harmless from any liability thereon.

8. DEBTS

A. Except as stated herein, the parties mutually agree that they will not incur or contract any debt or debts in the name of the other, on the credit of the other, or will not pledge or attempt to pledge his or her credit in any manner whatsoever after the date of these presents; and each party will hold the other harmless in the event of a breach of this section.

B. Except as set forth in this Agreement, the Husband agrees that he will be responsible for payment of all debts that are solely in his name and Wife agrees that she will be responsible for payment of all debts that are solely in her name. Further, Husband shall be solely responsible for the payment of the joint Citi (Costco) card.

9. EQUITABLE DISTRIBUTION Court

The parties expressly reserve all matters of equitable distribution for future agreement or determination by a court of competent jurisdiction.

10. TAX RETURNS AND DEPENDENCY EXEMPTIONS:

The parties shall file joint 2017 federal and state tax returns. Any refund derived from the 2017 joint returns shall be divided equally.

11. ACKNOWLEDGMENT None of this is true

The parties agree that they are entering into this Agreement freely and voluntarily and after due thought and consideration to all of the relevant facts and circumstances regarding their marriage. Each party acknowledges that they have had the opportunity to consult with and retain counsel of his own choosing in negotiations for and in preparation of this Agreement. The parties acknowledge and agree that they have carefully read this Agreement and that they are fully aware of the contents, legal effects and consequences of this Agreement, and that they enter into this Agreement voluntarily and free from duress, fraud, undue influence, coercion, or misrepresentation of any kind. The parties further acknowledge and agree that the provisions of this Agreement are not unconscionable.

12. ENFORCEMENT This is a cop out clause

The parties agree that if one party incurs any reasonable expenses in the enforcement of any of the provisions of this Agreement and the other party is found to have breached the Agreement, the breaching party will be responsible for and will pay

forthwith any and all expenses incurred, including but not limited to reasonable legal fees, court costs, investigator's fees, and travel incurred by the non-breaching party.

13. SEVERABILITY

If a court of competent jurisdiction deems any provision of this Agreement to be invalid or void, the remainder of this Agreement nevertheless shall remain in full force and effect.

14. CONSTRUCTION OF AGREEMENT

A. Construction. It is hereby understood and agreed that this instrument shall in no way be construed or considered as an agreement between the parties to obtain a divorce from one another, but that the same is to be considered strictly as an agreement settling certain rights respecting property and support, and the same being the free and voluntary act of each of the parties.

B. No Presumption Against Drafter. This Agreement is the result of thoughtful negotiation between the parties and counsel. Each party has had the opportunity to review it with counsel and to request desired changes and to correct any ambiguities. The parties agree that no presumption against the drafter shall be inferred by either party or considered by any court in any future interpretation of this Agreement. By their input, both parties drafted this Agreement.

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15. MODIFICATION OF AGREEMENT

No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

16. RECONCILIATION

This Agreement shall not be invalidated or otherwise affected by a reconciliation of the parties, or a resumption of marital relations between them, unless the reconciliation or resumption be documented by a written statement executed and acknowledged by the parties with respect to the reconciliation or resumption setting forth that they are canceling this Agreement.

17. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia without regard to conflicts of law, and may be executed in