

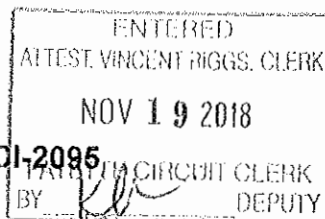


Domestic Mediation Agreement

Session Date: September 20, 2018

Case Number: 18-230DR

Fayette Circuit Ct. 1st Division Case No. 18-01-2095



In the Matter of Mediation between: Alexandra "Ali" Tuveson and Brian Poe

We the undersigned, having participated in a mediation session on the above referenced date and being satisfied that the provisions of this resolution of our dispute are fair and reasonable, hereby agree to abide by and fulfill the following:

Custody: Ali and Brian shall have joint custody of their minor children, Jack and Addy.

Communication: Ali and Brian understand the need to develop and maintain a strong cooperative parenting relationship to benefit their children. They will be respectful and courteous when discussing parenting issues and will respond to one another's communication (email/ text) in a timely manner (if the email or other communication is FYI the recipient shall acknowledge receipt and if the email or other communication requires a response the recipient shall respond within 24 hours of receipt). The parties shall limit their communications to the needs and interests of the children and will primarily text, unless there is an emergency which mandates a direct phone call.

Neither parent shall discuss any adult issues with the children, nor will either parent speak negatively about the other parent to or in front of the children. The children shall not be in the presence of any third party speaking negatively about the other parent.

Ali and Brian will work together to make parenting decisions, including any modifications to the timeshare schedule, without putting the children in the middle or relying on them to carry messages back and forth.

Phone Contact: Each parent may have reasonable phone contact with the children while they are with the other parent.

Travel with the Children outside of Kentucky: Either parent traveling with the children outside of Kentucky shall provide the other with advance written notice of the trip including departure and return dates, the destination, and contact information while away.

United Front: In the event a child addresses a parent with an issue regarding the other parent, the parent will let a child know that he/she shall talk to the other parent and they will work it out.

Appointments: At the time a parent schedules a non-emergency appointment for the child, he/she shall text the date, time and location of said appointment to the other parent.

Shared Calendar: The parents will set up and use a shared calendar to communicate the children's activities, appointments, parent's dates of unavailability and vacations.

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[signature]

Right of First Refusal: In the event the parent exercising timeshare with the children is unavailable to care for the children overnight, he/she will first offer that time to the other parent prior to making alternate child care arrangements.

Agreed upon daycare providers: The parents agree to the following individuals as daycare providers: Dan and Connie Poe, Jan Tuveson and Chris Tuveson. The parents may add individuals to this list by mutual agreement.

School: Either parent completing any information for the child shall include all contact information of each parent. Each parent is responsible for setting up his/her own parent portal. Each parent shall forward to the other parent any communication received from the school that the other parent is not listed on.

Jack currently attends Fayette Co-op and Addy will begin attending their as of January 2019. Brian shall be responsible for paying the tuition for each child. Each parent shall take the children to school during his/her timeshare, absent illness of the child.

Extracurricular Activities: Each child will participate in 1 extracurricular activity per season with the parents agreeing to each activity in writing prior to enrolling or informing the child. The parties will divide the cost of all mutually agreed upon activities and mandatory equipment/apparel in proportion to their respective incomes, currently 40% Ali and 60% Brian. Each parent is responsible for getting the child to his/her regularly scheduled activities occurring during his/her timeshare.

Relocation: Neither party shall relocate with the children outside of Fayette County.

Timeshare: Effective today, the parties shall follow the attached timeshare schedule, under which the parties exercise equal timeshare, with the children spending Monday and Tuesday overnight and every other weekend from Friday afternoon through Monday morning with dad and the children spending Wednesday and Thursday overnight and every other weekend from Friday afternoon through Monday morning with mom. Any modifications to the schedule shall be by mutual agreement of the parents, prior to informing the children.

Holiday Timeshare: The parties shall share holiday timeshare pursuant to the attached Fayette County holiday timeshare guidelines, with Brian being designated parent A and Ali parent B.

The parents will follow the regular timeshare schedule as stated above year round.

Children Support: Each child receives a SSD check in the amount of \$461 per month through dad's disability award. Effective today, in consideration of the party's incomes and timesharing arrangement, each parent shall keep one of the child's SSD monthly payment, currently \$461 per month.

Health Insurance: Brian shall continue to carry health and dental insurance coverage on the children so long as it is reasonably available. The parties shall divide the cost of all unreimbursed medical expenses in proportion to their respective incomes which is currently 40% to Ali and 60% to Brian.

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Children Tax Dependency Exemption: Effective with the 2018 tax year, and continuing so long as two children are eligible to be claimed, Brian shall claim Jack as a dependent for state and federal tax purposes each year and Ali will claim Addy as a dependent for state and federal tax purposes each year. When only one child is eligible be claimed, the parties will alternate claiming the child.

Business: Brian shall keep and retain his interest in any business currently held in his name, with the exception that within 14 days of executing this agreement he will dissolve the entity "Ali Lee" with the secretary of state's office.

Marital Residence: Brian shall keep and retain as his individual property, the marital residence, and shall be solely responsible for all debts and obligations associated with same; Brian shall indemnify and hold Ali harmless as to same. The debt on the residence is in Brian's sole name.

Currently Ali is residing in the house, and she will vacate on or before December 1, 2018. On or before October 15, 2018, Brian will pay Ali \$2,000 towards the cost of moving. Ali will leave the residence in good order less normal wear and tear.

Vehicles: Brian shall keep, retain and be solely responsible for all debts and obligations associated with his 2009 Mercedes and 2007 Camry (which Ali will return to him on or before by January 1, 2019) and shall indemnify and hold Ali harmless as to same.

Bank Accounts: The parties shall close all joint bank accounts within 7 days of signing this agreement. Each party shall keep as his/her individual property, free and clear of claim by the other party.

Retirement Account: There are no retirement accounts.

Personal Property: The parties shall divide any marital personal property to their mutual satisfaction. Each party shall be restored any non-marital personal property.

Debt: There are no joint credit cards. Brian shall be solely responsible for timely paying all credit card/ consumer debts in his individual name, and shall indemnify and hold Ali harmless as to same.

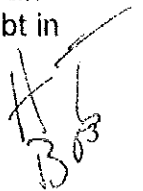
Ali shall be solely responsible for timely paying all credit card/ consumer debts in her individual name, and shall indemnify and hold Brian harmless as to same.

Each party is solely responsible for paying any student loans in his/her respective name and each party shall indemnify and hold them other harmless as to same.

Effective today, each party is solely responsible for any debt incurred in his/her respective name and shall indemnify hold the other harmless as to same. Further, neither party shall incur any debt in the other's individual name.

Maintenance: Neither party shall pay the other maintenance.

State and Federal Taxes: Effective with the 2018 tax year, each party is responsible for filing an individual return. Brian shall be solely responsible for timely paying all state and federal tax debt in



the parties' names through December 31, 2017, and he shall indemnify and hold Ali harmless as to same.

Attorney's Fees: Each party is solely responsible for his/her attorney's fees. Ali is not required to reimburse Brian the \$3500 advance of attorney's fees awarded by the Court.

Bankruptcy: In the event either party hereto files a Petition under Chapters 7, 11 or 13 of the Bankruptcy Act, or in the event either party is forced into bankruptcy involuntarily, then and in such event, the amount of any debt assumed hereunder by one party that the other party is forced to pay, including all loss, costs and expenses (e.g., attorney's fees and Court costs) associated with such debt, shall not be dischargeable in bankruptcy as a pre-Petition debt, and the aforementioned amount shall be deemed maintenance due from the bankrupt party to the other party and shall not be dischargeable in bankruptcy. Both parties acknowledge and agree that the respective indebtedness assumed herein by the other is intended to be in lieu of, and to substitute for, awards of maintenance, in that the respective assumptions have the effect of providing necessary support by allowing each party to ensure that sufficient funds are available for each to satisfy their ordinary and necessary daily needs and living expenses. Additionally, both parties agree that the amounts of the respective assumptions are reasonable based upon the respective incomes and liabilities of the parties. Further, the parties agree that their acquiescence to accept sole responsibility for said debt as stated above shall not be non-dischargeable under Section 523(a)(5), as it exists now or as hereafter amended, of the federal Bankruptcy Code.

Husband's Waiver. Husband does hereby waive, release, and relinquish unto Wife, her heirs and assigns forever, all of his right, title, and interest in and to all property now owned or hereafter acquired by Wife, including the right of curtesy, the right to inherit from the Wife by intestate succession, statutory share, or otherwise, the right to renounce the Wife's Will, the right to take as surviving joint tenant any real or personal property held by the parties as joint tenants with right of survivorship, the right to take any non-probate assets of the other (such as life insurance proceeds, joint property, and retirement rights with this including Husband hereby formAli waiving any rights he may have to be the beneficiary of any of Wife's life insurance policies or retirement plan(s) even if Wife fails to change the beneficiary of such policies, plans and/or accounts after the entry of the Agreement and/or Decree for which Husband may be named beneficiary) and the right to serve as personal representative of the estate of Wife and does further waive, release, and relinquish all claims for future support or maintenance that he may have against her except as hereinafter set forth in this agreement.

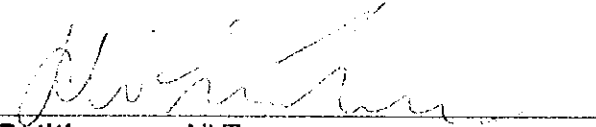
Wife's Waiver. Wife does hereby waive, release, and relinquish unto Husband, his heirs and assigns forever, all of her right, title, and interest in and to all property now owned or hereafter acquired by Husband, including the right of dower, the right to inherit from the Husband by intestate succession, statutory share, or otherwise, the right to renounce the Husband's Will, the right to take as surviving joint tenant any real or personal property held by the parties as joint tenants with right of survivorship, the right to take any non-probate assets of the other (such as life insurance proceeds, joint property, and retirement rights with this including Wife hereby formAli waiving any rights she may have to be the beneficiary of any of Husband's life insurance policies or retirement plan(s) even if Husband fails to change the beneficiary of such policies and/or accounts after the entry of the Agreement and/or Decree for which Wife may be named beneficiary) and the right to serve as personal representative of the estate of Husband and does further waive, release, and relinquish all claims for future support or maintenance that she may have against him except as hereinafter set forth in this agreement.

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Documents: The parties shall cooperate to transfer title to their assets in accord with this agreement. The party receiving the asset will be responsible for preparing the requisite documents.

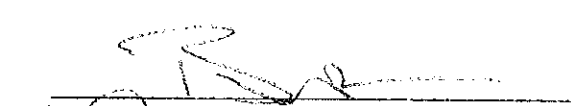
Disclosure: The parties hereby agree that this Mediation Agreement has been reached after both parties have made full disclosure of all assets and liabilities and this agreement is predicated upon each party being fully aware of the financial resources of the other. If either party has failed to disclose any assets of any nature, said asset shall be deemed joint property of the parties subject to division by the Fayette Circuit Family Court and this Agreement shall be amended to provide for an equitable division of said asset.

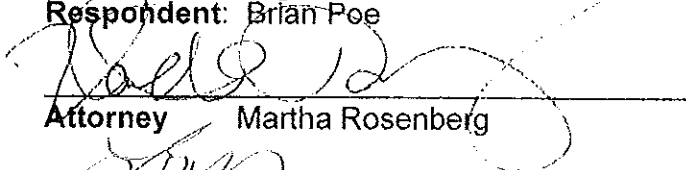
Full and Final Settlement: The parties acknowledge the provisions of this agreement represent a full and final settlement of all material issues pending in their dissolution action and therefore request counsel for Ali to incorporate by reference the terms of this agreement into a final property settlement agreement or decree of dissolution. In the event a formal agreement is not forthcoming the parties agree that this agreement be tendered to the Court.

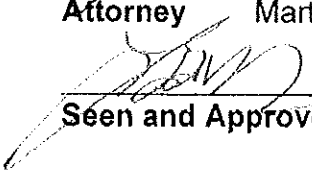

Petitioner: Ali Tuveson


Attorney: Ross Ewing


Mediator


Respondent: Brian Poe


Attorney: Martha Rosenberg


Seen and Approved by: Judge Messer



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Deborah

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	<i>to school</i>	<i>to school</i>		<i>from school</i>		
<i>to school</i>		<i>to school</i>				
	<i>to school</i>	<i>to school</i>		<i>from school</i>		
<i>to school</i>		<i>to school</i>				

SPRING BREAK: The child(ren) shall time-share for Spring Break each year from the time school ends until 6:00 p.m. on the Sunday evening before school resumes. Parent A shall have timesharing with the child(ren) in even numbered years and Parent B shall have timesharing with the child(ren) in odd numbered years.

C. MOTHER'S DAY & FATHER'S DAY: The child(ren) shall spend this time with the appropriate parent from 9:00 a.m. Sunday until school resumes, or 9:00 a.m. Monday if appropriate. These days shall supersede all other schedules.

D. SUMMER BREAK: Summer timesharing shall be divided equally in alternating one-week periods beginning on the Friday before the first full week that school is not in session. The parent that is scheduled for timesharing on that Friday evening shall have the first summer period. Exchanges shall occur each Friday at 6:00 p.m.

Each parent may have one of the other parent's weekends each summer for the exclusive purpose of extending a week into nine days in order to enjoy a vacation with the child(ren). Written notice of the dates of this nine-day time shall be given by each parent to the other parent prior to May 1 of each year.

If the child(ren) spend substantially more time in the home of one parent during the school year, the child(ren) should return to that parent's home approximately one week before school resumes to prepare for the upcoming school year. The parents may have to adjust the schedule to accomplish this and to still divide the summer timesharing equally.

E. THANKSGIVING BREAK: The parents shall alternate timesharing for Thanksgiving Break each year from the time school ends until 6:00 p.m. on the Sunday evening before school resumes, or Monday morning after the break, if appropriate. Parent A shall have timesharing with the child(ren) in odd numbered years and Parent B shall have timesharing with the child(ren) in even numbered years.

F. WINTER BREAK: In even numbered years, Parent A shall have timesharing with the child(ren) from the time school ends in December until December 25th at 5:00 p.m., and Parent B shall have timesharing with the child(ren) from December 25th at 5:00 p.m. until school resumes. In odd-numbered years, Parent B shall have timesharing with the child(ren) from the time school ends in December until December 25th at 5:00 p.m., and Parent A shall have timesharing with the child(ren) from December 25th at 5:00 p.m. until school resumes.

G. BIRTHDAYS: No adjustments to the schedule shall be given for birthdays of the child(ren) or of either parent.

H. OTHER HOLIDAYS: No adjustments to the schedule shall be given for any other holidays, including but not limited to July 4th, Memorial Day, Halloween/Trick or Treat evening, or Labor Day.

I. EFFECT OF PARAGRAPHS B-H ON PARAGRAPH A: Timesharing pursuant to these Guidelines may result in one parent spending several weekends in a row with the child(ren).

TIMESHARING SCHEDULE FOR PARENTS OF CHILDREN UNDER TWO YEARS OF AGE

Children Less Than Two Years Old shall spend at least two 24-hour periods each week with Parent A. This time shall be as follows:

Each week, Tuesday from 6:00 p.m. to Wednesday at 6:00 p.m., and for the first week, from Friday at 6:00 p.m. until Saturday at 6:00 p.m.; and the following week, from Thursday at 6:00 p.m. until Friday at 6:00 p.m.

The fact that a child is nursing is not necessarily a reason to deviate from this Guideline. The purpose of this provision is to encourage significant time with both parents and any deviation from this Guideline shall be consistent with this purpose.

FC-9: Fayette Family Court Time-Sharing/Parenting Guidelines

HISTORY: Adopted effective October 8, 2012.