

FILED IN OFFICE
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA

2008 JUN 20 AM 9:45

IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA

TOM LAWLER, CLERK

JUANITA BYNUM-WEEKS,)
)
 Plaintiff,)
)
 vs.)
)
 THOMAS W. WEEKS, III,)
)
 Defendant.)

CIVIL ACTION

FILE NO. 07A-08757-2

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into the 20th day of June, 2008,
by and between JUANITA BYNUM-WEEKS (hereinafter referred to as "Wife"), and THOMAS
W. WEEKS, III. (hereinafter referred to as "Husband");

WHEREAS, Husband and Wife were lawfully married on July 22, 2002 and, in
consequence of certain irreconcilable differences, are now living in a bona fide state of separation.

WHEREAS, no children have been born as a result of this marriage, and none are
anticipated.

WHEREAS, Wife has filed a Petition for Divorce, which is now pending in the Superior
Court of Gwinnett County, Georgia, and the parties are desirous of settling amicably between
themselves all matters of alimony, attorneys' fees, equitable division of property, as well as their
respective interests in all real and personal property and all other assets acquired during the
marriage.

THEREFORE, in consideration of the mutual promises and covenants herein contained, the
parties do agree as follows:

1.

NON-INTERFERENCE; TAKING OF DIVORCE; AGREEMENT FILING

The parties shall continue to live separate and apart and each shall be free from the interference, molestation, authority and control, direct or indirect, by the other. Further, both parties are hereby enjoined and restrained from doing, or attempting to do, or threatening to do, any act of injury, confronting, maltreating, molesting, harassing, harming, or abusing the other party, in any manner, whatsoever by any and all means to include, but not limited to, physical, verbal, telephonic and electronic, at any and all venues to include, but not limited to, place of employment, home or anywhere within the community. The divorce in this action shall be effective upon the Court's execution of the Final Judgment and Decree of Divorce. Both parties shall take all actions reasonably necessary to effectuate the entry of this Agreement and Final Decree immediately.

2.

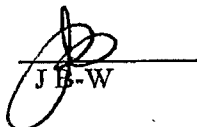
WAIVER OF ALIMONY

Neither Husband nor Wife shall pay the other party alimony of any type, whatsoever, and each party hereby waives any and all such claims against the other party and their estate. No payment by one to the other, nor any payment on behalf of the other made incident to this divorce, shall be construed as alimony from one to the other.

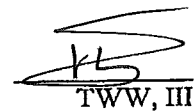
3.

MEDICAL INSURANCE

Husband and Wife shall each be solely responsible for paying for his or her own medical insurance coverage and bills and shall pay his or her own premiums.



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4.

PRIVATE AND COMMERCIAL REAL ESTATE

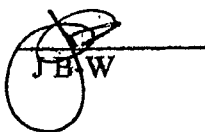
Both Husband and Wife have interest in certain private and commercial real estate, both as individuals and by virtue of their ownership in several businesses. Husband shall retain sole use, ownership and possession of all real estate which he currently has any interest in, to the full extent of his interest, free and clear from any marital claim of interest by Wife. Husband shall be solely responsible for all debts and expenses associated with his separate interest in real property. Husband agrees to hold Wife harmless for and fully indemnify her against any liability with respect to all real estate in which Husband has an interest.

Wife shall retain sole use, ownership and possession of all real estate which she currently has any interest in, to the full extent of her interest, free and clear from any marital claim of interest by Husband. Wife shall be solely responsible for all debts and expenses associated with her separate interest in real property. Wife agrees to hold Husband harmless for and fully indemnify him against any liability with respect to all real estate in which Wife has an interest.

5.

FURNITURE/ FURNISHINGS AND FIXTURES

As equitable division of property, all furniture and furnishings, rugs, china, silverware, glassware, flatware, art work, household equipment, family photographs, pictures and furnishings in the possession, custody or control of either party shall remain the sole property of the party whose possession the item is currently in. Husband shall immediately return to Wife her antiques, which may be in his custody, possession or control, including a harp and a bust of woman with a hat, that sits on a pedestal. *that were purchased 7 years prior to marriage*


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6.

DIVISION OF BANK AND STOCK ACCOUNTS

a. Wife shall have and retain free and clear of any further claim or interest of Husband or his estate all accounts owned and maintained by Wife individually or by her businesses, except as otherwise provided herein.

b. Husband shall have and retain free and clear of any further claim or interest of Wife or her estate all accounts owned and maintained by Husband individually or by his businesses, except as otherwise provided herein.

7.

RETIREMENT ACCOUNTS

a. As a part of the equitable division of property, Husband shall have and retain free and clear of any further claim or interest of Wife or her estate, all of Husband's retirement accounts in his name. Wife hereby waives any and all right, title, interest and claims she may have in and to said accounts.

b. As a part of the equitable division of property, Wife shall have and retain free and clear of any further claim or interest of Husband or his estate, all of Wife's retirement accounts in her name. Husband hereby waives any and all right, title, interest and claims he may have in and to said accounts.

8.

BUSINESS ENTITIES

As a part of the equitable division of property Wife shall have and retain free and clear of any further claim or interest of Husband, or his estate, any and all interest she has in any business in


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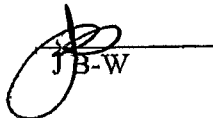

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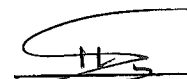
which she has an interest. Wife shall be vested with all right, title and interest in and to the above-referenced entities, and shall indemnify Husband for any liability, claim, lien or tax due arising out of these business enterprises and hold him harmless there from.

As a part of the equitable division of property Husband shall have and retain free and clear of any further claim or interest Wife, or her estate, any and all interest he has in any business in which he has an interest, including but not limited to Global Destiny Ministries, Global Destiny Church and TWIII Ministries. Husband shall be vested with all right, title and interest in and to the above-referenced entities, and shall indemnify Wife for any liability, claim, lien or tax due arising out of these business enterprises and hold her harmless there from.

Husband and Wife each herewith acknowledge and fully understand, that neither of their attorneys in this matter, nor any partner, associate, or employee of either party's attorney or their respective law firms will file any documents, reports or elections with the Internal Revenue Service or with any other governmental taxing agency for, regarding, or on behalf of Husband or Wife.

Without in any way limiting the generality of the foregoing language, Husband and Wife specifically understand that tax advice is not offered by either party's attorney in this matter if they elected to retain an attorney, nor any partner, associate, or employee of either party's attorney or their respective law firms, and that Husband and Wife have been advised, prior to the execution of this Agreement, to seek from a competent Certified Public Accountant (C.P.A.) or other tax consultant all such advice regarding taxes and the tax impact of this Agreement, and for such other advice and filings as may be appropriate in the premises; and Husband and Wife further understand that such documents, reports or elections to be filed pursuant to such advice must be filed by Husband or Wife or by a C.P.A. or other tax consultant engaged by either party.


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Each party acknowledges that he or she is aware that there might be certain tax consequences associated with this Agreement or as a result of their entering into this Agreement. Each party understands that prior to the execution of this Agreement, he or she should consult with a tax attorney or C.P.A. to satisfy themselves of any tax consequences which may result from this Agreement.

9.

HUSBAND'S VEHICLES

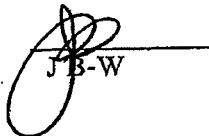
Wife does hereby quitclaim to Husband any and all interest she may have in and to the 2004 LandRover automobile presently in Husband's possession and shall take whatever action that may be needful and necessary to transfer record title of said automobile to Husband, and shall sign title over to Husband contemporaneously with the signing of this Agreement. Husband agrees that he shall be responsible for any and all outstanding indebtedness, and for insurance, maintenance, taxes and title, and that he will henceforth be responsible for any and all expenses related to said vehicle and shall fully indemnify Wife and hold Wife harmless from any losses or expenses of any kind related to the vehicle, except as otherwise set out herein.

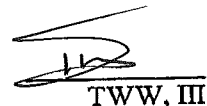
10.

OTHER PROPERTY

Except as otherwise provided in this Agreement, the parties have equitably divided all bank accounts, stock accounts, retirement accounts, real property, tangible personal property, and all property of any kind, presently titled in their joint names.

Except as otherwise provided in this Agreement, Husband shall have all right, title and interest in and sole ownership of all bank accounts, stock accounts, retirement accounts, real property, tangible personal property, and all other property of any kind, presently titled in his name


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or in his possession.

Except as otherwise provided in this Agreement, Wife shall have all right, title and interest in and sole ownership of all bank accounts, stock accounts, retirement accounts, real property, tangible personal property, and all other property of any kind, presently titled in her name or in her possession.

11.

CREDIT CARD AND INDIVIDUAL DEBT

A. Husband agrees to assume and pay any and all credit card debt in his name and hold Wife harmless therefrom.

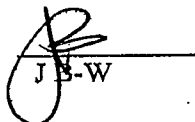
B. Wife agrees to assume and pay any and all credit card debt and educational loan debt in her name and hold Husband harmless therefrom.

C. Husband and Wife hereby agree that each shall be solely responsible for their own individual respective debts and obligations arising out of any individual debts and credit card charge accounts in his or her respective and individual names. Further, each party warrants that such party has not incurred such charges in the other party's name.

12.

SUBSEQUENT DEBTS

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


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13.

UNDISCLOSED LIENS

Any lien which has not been disclosed to the other party shall be the sole responsibility of the party who has failed to disclose same and of the party who has incurred or acted so as to incur such lien, and the party incurring such lien shall indemnify and hold the other party harmless from all liability associated therewith.

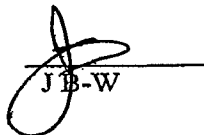
14.

FEDERAL AND STATE TAX LIABILITY

Each party will file his or her own federal and state income tax returns for tax year 2006, and will continue to do so each year thereafter.

Husband agrees to pay promptly all deficiencies, penalties, interest and assessments due any taxing authority in connection with his 2006 tax return and each year thereafter, insofar as such is associated with his income or deductions from whatever source. Wife agrees to pay promptly all deficiencies, penalties, interest and assessments due any taxing authority in connection with her 2006 tax return and each year thereafter, insofar as such is associated with her income or deductions, from whatever source.

Should Husband or Wife fail to perform their obligations hereunder, the other party shall be entitled to recover from such party all losses and assessments together with all costs and expenses, including reasonable attorney's fees and accountant's fees which may be owed, incurred or paid as a result of such party's failure to comply with this paragraph. Each party shall cooperate in providing any and all information necessary to defend such claims.



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15.

WAIVER OF DISCOVERY

Before executing this Settlement Agreement, Husband and Wife were both advised of their rights, under the Georgia Civil Practice Act, to conduct formal discovery, investigation, and analysis of assets, liabilities and income of the other party. Except for the discovery actually sought and obtained, each party has knowingly and voluntarily chosen to forego such discovery, and each party has accepted the provisions of this Settlement Agreement on the basis of information acquired informally without such discovery.

16.

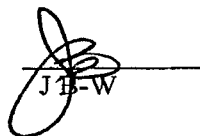
LEGAL COUNSEL

Both parties agree that Karla Walker, Esq. of Copeland, Haugabrook & Walker is the legal counsel solely for Wife, and that Randall M. Kessler and Monica J. Hanrahan of Kessler, Schwarz & Solomiany, P.C. are the legal counsel solely for Husband.

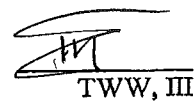
17.

ATTORNEY'S FEES AND LITIGATION EXPENSES

Wife agrees to pay Husband's attorney's fees incurred on his behalf by Kessler, Schwarz & Solomiany, P.C. Wife shall pay the sum of \$40,000.00 to Kessler, Schwarz & Solomiany, P.C. at the rate of \$10,000.00 per month beginning with the first payment on or before July 8, 2008. Husband shall be responsible for any additional amounts to Kessler, Schwarz & Solomiany, P.C. Wife shall be individually responsible for her own attorney's fees.



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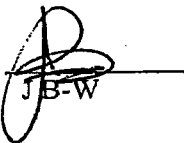
TWW, III

18.**HOLD HARMLESS - WIFE TO HUSBAND**

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

19.**HOLD HARMLESS - HUSBAND TO WIFE**

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



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20.**RELEASE**

Except as provided in this Agreement, each party hereby waives and releases any and all marital rights and claims, including alimony, division of property, dower, curtesy, year's support, and any rights of inheritance pursuant to the laws of intestacy, which rights and claims each party may now have against the other, or the estate of the other, by reason of the marriage of the parties.


Both parties waive any legal right he or she may have to be appointed executor or administrator of the estate of the other except as the deceased party may have designated in his or her Will. All property received or retained by either party under this Agreement, whether or not such property is specifically mentioned herein, shall be and remain the separate property of the party receiving or retaining that property and that property shall be free from any claim by the other or his or her estate.

21.**PARTIAL INVALIDITY**

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

22.**NO WAIVER IF BREACH**

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



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T.W.W., III

shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

23.

GEORGIA LAW

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

24.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any and all Agreements previously made by them.

25.

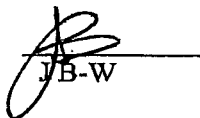
FULL SETTLEMENT


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

26.

UNDERSTANDING OF AGREEMENT

The parties acknowledge that they are entering into this Agreement freely and voluntarily; that they have read each page of the Agreement carefully before signing same; they have ascertained and weighed all the facts and circumstances likely to influence their judgment herein; they have sought and obtained legal advice independently of each other; that they have been duly apprised of their respective legal rights; that all the provision hereof, as well as all questions pertaining thereto, have been fully and satisfactorily explained to them; that they have given due consideration to such


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provisions and questions; and that they clearly understand and assent to all the provisions hereof. The parties acknowledge each to the other that each is mentally competent and is not suffering under any disabilities.

27.

INDEPENDENT SURVIVAL

The parties each hereby agree that, consistent with Paragraph 1, this Agreement shall be submitted to the Court in the above-styled Civil Action as the final agreement of the parties with reference to the subject matter contained herein and for incorporation into any final decree rendered in said Civil Action. Whether or not this Agreement is made a part of any such final decree, the terms and provisions hereof are and shall be a binding contract and agreement between the parties as to all matters contained herein. Notwithstanding such incorporation, this Agreement shall not be merged into the Decree, but shall survive the same and shall be enforceable, binding and conclusive on the parties for all time.

28.

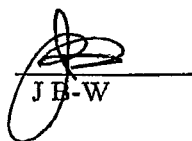
PERFORM ALL ACTS

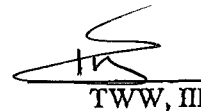
The parties hereto shall execute all documents, perform all acts, notify all affected insurance companies and do all things necessary to transfer any of the assets, or to effectuate any of the provisions and conditions of this Agreement.

29.

BINDING AGREEMENT

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


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30.

EFFECTIVE DATE


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

N WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.



JUANITA BYNUM-WEEKS, "WIFE" (SEAL)

Sworn to and subscribed before me
this 11th day of June, 2008



Notary Public

(SEAL)
My Commission Expires: 12/28/2015



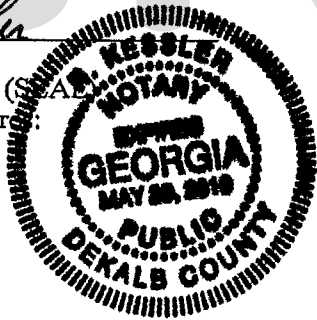
THOMAS W. WEEKS, III, "HUSBAND" (SEAL)


Sworn to and subscribed before me
this 20th day of June, 2008.




Notary Public

(SEAL)
My Commission Expires:





J.B.-W



T.W.W., III

IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA

CLERK SUPERIOR COURT
GWINNETT COUNTY, GA

2008 JUN 20 AM 10:46

TOM LAWLER, CLERK

JUANITA BYNUM-WEEKS,

Plaintiff,

v.

THOMAS W. WEEKS, III,

Defendant.

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CIVIL ACTION

FILE NO. 07-A-08757-2

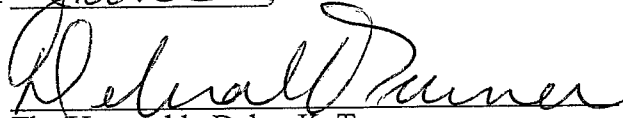
FINAL JUDGMENT AND DECREE OF DIVORCE

Upon consideration of this case and upon evidence submitted as provided by law, it is the judgment of the Court that a total divorce be granted, that is to say a divorce a vinculo matrimonii, between the parties to the above-stated case upon legal principles.

And it is considered, ORDERED and DECREED by the Court that the marriage contract heretofore entered into between the parties to this case, from and after this date, be and is set aside and dissolved as fully and effectually as if no such contract had ever been made or entered into. Plaintiff and Defendant in the future shall be held and considered as separate and distinct persons, altogether unconnected by any nuptial union or civil contract, whatsoever, and both shall have the right to remarry.

The Court orders that the "SETTLEMENT AGREEMENT" entered into by and between the parties and executed by the Plaintiff on the 11th day of June, 2008, and executed by the Defendant on the 20th day of June, 2008, and filed with this Court on the 20th day of June, 2008, be incorporated herein by reference and made a part of this Final Judgment and Decree. Plaintiff and Defendant are ordered to comply with each and every term and provision of this Final Judgment and Decree.

So Ordered this 20 day of June, 2008.



The Honorable Debra K. Turner
Judge, Superior Court of Gwinnett County

Prepared by:

Randall M. Kessler
Georgia State Bar No. 004170
Kessler, Schwarz & Solomiany, P.C.
Attorneys for Defendant
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Atlanta, Georgia 30303
(404) 688-8810
rkessler@kssfamilylaw.com
www.kssfamilylaw.com

Plaintiff's name
of Juanita Bynum, et al
shall be restored
to her.