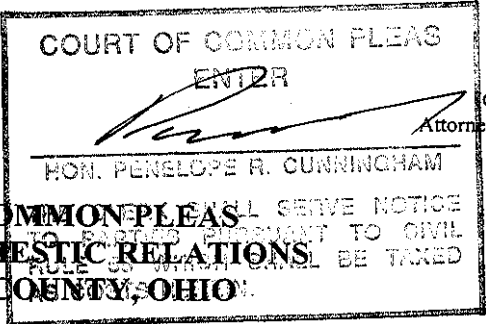


13



Rebecca K. Kaye
 OH Reg. 0019727)
 Attorney for Lori Frantzve
 Plaintiff

**COURT OF COMMON PLEAS
 DIVISION OF DOMESTIC RELATIONS
 HAMILTON COUNTY, OHIO**

LORI FRANTZVE,
 SS#: [REDACTED]
 DOB: 4/5/50

Case No. **DR 9802048**
 File No. E-

COSTS PAID
JAMES CISELL
 Clerk of the Court of Common Pleas
 Plaintiff, **NOV 10 1998** Judge
 -v- **DEPUTY CLERK**
CINCINNATI, OHIO

KENT FRANTZVE,
 SS#: [REDACTED]
 DOB: 2/16/49

DECREE OF DIVORCE

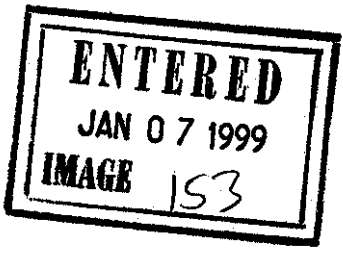
Defendant.

This cause came to be heard on the 10th day of November, 1998, upon the Complaint for Divorce of Plaintiff, Lori Frantzve, and the evidence; the Defendant, Kent Frantzve, having been duly served with summons and a copy of the Complaint, all according to law, was in default of Answer and not present in Court.

The Court finds from the evidence adduced that Defendant was duly served with Service of Summons and said service is hereby approved; that Plaintiff has been a bona fide resident of Hamilton County, Ohio, for more than six (6) months immediately preceding the filing of the Complaint; that the Court has full and complete jurisdiction to determine the case; that the Plaintiff and Defendant were married on November 20, 1985, at Marblehead, Massachusetts, and two (2) children having been born the issue of said marriage, to-wit: Erika L. Frantzve, born November 22, 1988, and Tonya L. Seigris, born December 5, 1969, emancipated.

The Court further finds that there are irreconcilable differences among the parties and that by reason thereof Plaintiff is entitled to a divorce from Defendant on the grounds of incompatibility.

The Court further finds that, as of January 8, 1996, the parties hereto entered into a Separation Agreement, in writing, providing for, among other things, the division of property, for allocation of parental rights and responsibilities, support and visitation of the minor child of the parties, and for the spousal support of the Plaintiff.



B.S.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff is granted a divorce and that the marriage contract between Plaintiff, Lori Frantzve, and Defendant, Kent Frantzve, is dissolved and held for naught and both parties are released from all obligations of the marriage, except as otherwise herein provided.

IT IS FURTHER ORDERED that each party shall have exclusive right, title and interest to the personal property now in his or her possession, free from any and all claims of the other and shall hold the other harmless from any and all effects therefrom.

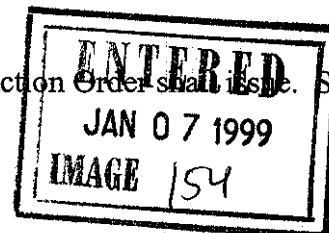
IT IS FURTHER ORDERED that Plaintiff ^{is} ~~is~~ the residential ^{parent} ~~parent and legal custodian~~ ^{per shared parenting plan} of the minor child of the parties, and Defendant shall have visitation with the minor child in accordance with the Court's Standard Visitation Order, a copy of which is attached hereto.

IT IS FURTHER ORDERED that Defendant shall pay to Plaintiff, as maintenance and support for the minor child of the parties, the sum of Four Hundred and One Dollars (\$401.00) per month per child, plus charging fee, payable through the Hamilton County Child Support Enforcement Agency until such time as the child is eighteen (18) years of age and is no longer a full-time student in a regularly accredited high school, however shall not continue beyond the age of nineteen (19), is married, emancipated, self-supporting or deceased, whichever is sooner; subject, however, to any statutory revision as to the mandatory support age of a minor and any Court having jurisdiction over said support.

IT IS FURTHER ORDERED that said orders shall be effective September 10, 1998. There is no support arrearage prior to the effective date of the order. All payments plus requisite processing fee shall be made through the Hamilton County Child Support Enforcement Agency. All payments in satisfaction of said obligation which are not made through the Child Support Enforcement Agency shall be deemed gifts.

All child support and spousal support ordered by this order shall be withheld or deducted from the wages or assets of the obligor under the order in accordance with Section 3113.21 of the Ohio Revised Code and shall be forwarded to the obligee under the order in accordance with Sections 3113.21 to 3113.214 of the Ohio Revised Code. The specific withholding or deduction requirements or other appropriate requirements to be used to collect the support shall be set forth in and determined by reference to the notices that are mailed by the Court or Child Support Enforcement Agency (CSEA) in accordance with Divisions (A)(2) and (D) of Section 3113.21 of the Ohio Revised Code or that court orders that are issued and sent out in accordance with Division (D)(6), (D)(7), or (H) of Section 3113.21 of the Ohio Revised Code, and shall be determined without the need for any amendment to the support order. Those notices and court orders, plus the notices provided by the court or agency that require the person who is required to pay the support to notify the Child Support Enforcement Agency of any change in their employment status or of any other change in the status of their assets, are final and are enforceable by the Court. No Federal or State Aid is involved and, if there is Federal or State Aid involved, this entry shall not operate as a bar to any government agency collecting funds due.

IT IS FURTHER ORDERED that a Support Deduction Order shall issue. Said Order is



attached hereto.

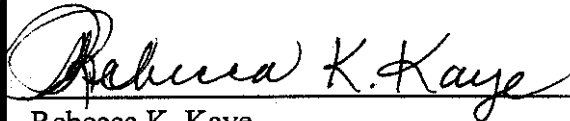
The support order is the same as indicated on the support worksheet attached to the Amendment to Joint Shared Parenting Plan.

IT IS FURTHER ORDERED that Plaintiff or Defendant shall maintain health insurance for the minor child of the parties.

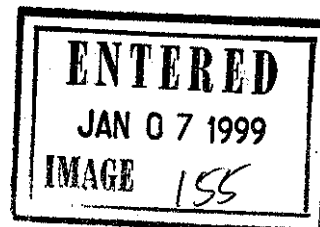
IT IS FURTHER ORDERED that the Separation Agreement dated January 8, 1996, and the Amendment to the Separation Agreement dated April 10, 1998, hereinafter referred to, which provides for, among other things, the division of property, for the custody, support and visitation of the minor child of the parties, and for spousal support payments to Plaintiff, being equitable and reasonable, is hereby approved and confirmed in its entirety and incorporated in the within Decree, and a copy is attached hereto ; and made a part hereof, and all subject to the further jurisdiction of this Court.

IT IS FURTHER ORDERED that Plaintiff pay the costs of the within action.

Judge



Rebecca K. Kaye
OH Reg. 0019727
Attorney for Plaintiff
2525 Kroger Building
1014 Vine Street
Cincinnati, Ohio 45202
(513) 784-1532
fax: (513) 721-2064



SEPARATION AGREEMENT

This Agreement is made and entered into at Cincinnati, Hamilton County, Ohio, by and between Lori A. Frantzve, hereinafter referred to as Wife, and Kent R. Frantzve, hereinafter referred to as Husband.

RECITALS

This Agreement is made with reference to the following facts:

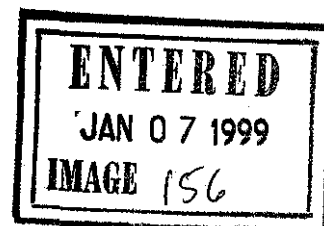
1. The parties were married on November 7, 1982 in Marblehead, Massachusetts, and have been and still are Husband and Wife.

2. There is one (1) child born issue of said marriage, namely: Erika Frantzve born November 22, 1988.

3. Unreconcilable differences have arisen between the parties, rendering it impossible for them to live together as Husband and Wife, and the parties are now living separate and apart.

4. As the result of the separation of the parties, it is their desire by this Agreement to settle their property rights and all controversies that may exist between them arising out of their marriage.

NOW, THEREFORE, in consideration of these facts and circumstances and of the mutual promises made in this Agreement, Husband and Wife agree as follows:



ARTICLE A - SEPARATION OF THE PARTIES

1. The parties shall live separate and apart and each shall be free from interference, harassment, authority and control by the other as if unmarried, and neither shall annoy or interfere with the other in any manner whatsoever.

ARTICLE B - ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES OF THE MINOR CHILD

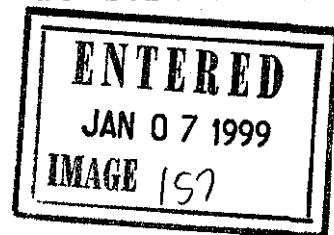
1. All matters relating to the allocation of parental rights, residency, visitation and support of the parties' minor child, Erika Frantzve, are fully set forth in the Plan and Agreement of Shared Parenting, executed by the parties, which terms are incorporated as if fully restated herein.

ARTICLE C - SPOUSAL SUPPORT

1. The parties agree that the Wife may be entitled to spousal support and maintenance, however, at this time the Husband is unemployed and unable to make any such payments. Consequently the parties hereby reserve to the Court for a period of five years from the date of this agreement, jurisdiction to review, consider and order maintenance if appropriate, and upon motion of one of the parties.

ARTICLE D - REAL ESTATE

1. The real property of the parties located at 1317 Observatory Drive, Cincinnati, Ohio shall be sold and the net



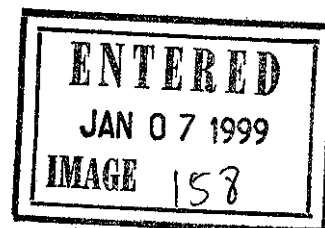
proceeds divided equally. Net proceeds shall be defined to include all the costs of sale, realtor fees and the repayment of \$20,000.00 advanced by the Wife's business to prepare the property for sale.

2. The parties agree that the house should be rented to a tenant until it is sold. All income produced from said rentals shall be applied toward the outstanding mortgage balance on the real property.

3. Each party recognizes and agrees that Court proceedings can be a long and laborious process. Should either party wish to purchase real estate before a full and final divorce decree is issued by the Court, each party hereby waives any and all right, title, interest, dower or courtesy they have, or may have in the future, in the other's property, now or hereafter acquired. Each party has the right to and shall be able to purchase real estate without any claim from the other party as to right, title, interest, dower or courtesy, or any interest whatsoever, in any future acquired real estate.

ARTICLE E - WAIVER OF CLAIM AGAINST ESTATE

Husband and Wife waive all rights of inheritance in the estate of the other, any right to elect to take against the will of the other, and the right to act as executor or administrator of the other's estate; and each party releases any and all rights or claims to a distributive share, allowance for twelve month's support, right to reside in the mansion house, and all rights as widow, widower, heir, distributee, survivor or next of kin in or to



the estate of the other.

ARTICLE F - PERSONAL PROPERTY

1. Except as otherwise expressly agreed in writing, Husband and Wife have divided, to their mutual satisfaction, all household goods, furniture, furnishings, fixtures and appliances; and all such personal property whether acquired before, during the marriage or during any period of separation, shall be and remain the sole property of the party who has possession, free and clear of any claim on the part of the other.

2. Each party shall be restored their non marital property free and clear of any claims of the other and the parties have agreed as to which property is non-marital and each will sign any document which may become necessary to insure clear title in the other party.

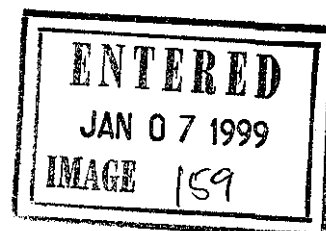
ARTICLE G - SAVINGS AND CHECKING ACCOUNTS

1. The parties agree that any checking and savings accounts currently held by either party, excluding those held jointly by both parties, shall be the sole property of the party holding title thereto, free and clear from any claim of the other party.

2. The parties agree that any jointly held checking and savings accounts shall be distributed equally.

ARTICLE H - PENSION AND RETIREMENT BENEFITS

1. Husband and Wife shall retain as their respective sole



and exclusive property any and all retirement or other employment benefit programs in which he or she is a participant with their employer and Wife and Husband respectively hereby convey any and all of their interest in such benefits to the other party.

ARTICLE I - TAX RETURNS

1. All income tax refunds for the previous year have been received and distributed to the mutual satisfaction of the parties.

ARTICLE J - INSURANCE

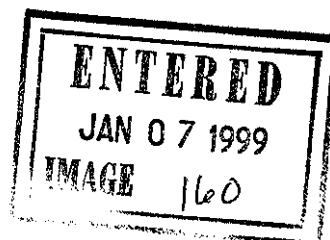
1. Each party shall retain and have exclusive ownership and control of all insurance policies upon their respective lives free of any claim of the other. Each hereby conveys any interest which he or she might have in the other's policy and thereby divests himself or herself of any and all rights or claims to said policy.

ARTICLE K - LIABILITIES

1. Each party agrees to assume and hold the other harmless from any and all outstanding debts incurred by each respective party after July 30, 1995.

2. The parties acknowledge that at this time there is no marital debt other than the mortgage on the real property and that they have made arrangements for the payment of the mortgage from the sale of the house.

3. Neither party will hereinafter incur any debts or obligations upon the credit of the other and each shall indemnify



and save harmless the other from any debt or obligation so incurred.

ARTICLE L - LEGAL FEES

1. Each party shall be responsible for his or her own legal expenses incurred in the obtaining of a Dissolution of Marriage or Decree of Divorce, and shall equally divide court costs.

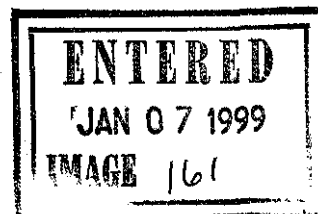
ARTICLE M - IMPLEMENTATION OF AGREEMENT

1. Upon the failure of either party to execute and deliver any such deed, conveyance, title, certificate or other document or instrument to the other party, this Agreement shall constitute and operate as such properly executed document and the County Auditor and County Recorder and any and all other public and private officials are hereby authorized and directed to accept this Agreement or a properly certified copy thereof in lieu of the document regularly required for such conveyance or transfer.

ARTICLE N - INCORPORATION INTO DECREE

1. This Agreement shall be presented to a court of competent jurisdiction in any action between the parties sounding in divorce with the request that it be adjudicated to be fair, just and proper and thus it be adopted by said court as a part of the order of said court in the final decree entered in said proceeding.

2. If any court should decree some portion of this Agreement to be invalid, such decree shall in no way affect the validity of



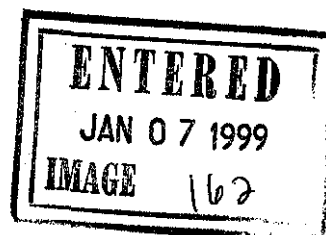
its remaining provisions and the remaining provisions shall continue to be binding between them.

ARTICLE O - COMPLETE AGREEMENT

1. Each party does hereby release and discharge the other from all other claims, rights and duties arising out of said marital relationship and said parties mutually agree that each party hereto may freely sell and encumber or otherwise dispose of his or her own property by gift, bill of sale or Last Will and Testament. Each party is by these presents barred from any and all rights or claims by way of dower, inheritance, descent and distribution, allowance for year's support, right to remain the mansion house, all rights and claims as widow, widower, heir, distributee, survivor or next of kin and all other whether real or personal, or whether now owned or hereafter acquired which may in any manner arise or occur by virtue of said marriage.

ARTICLE P - MODIFICATIONS AND WAIVER

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The 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.



ARTICLE Q - ACKNOWLEDGMENT

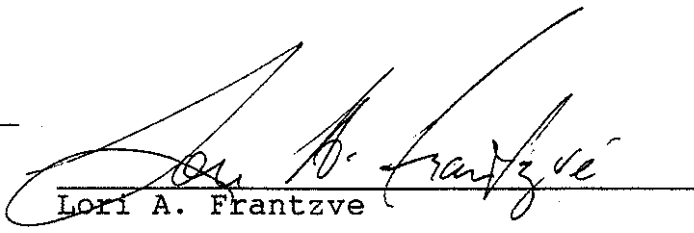
1. Each party fully understands all of the terms of this Agreement and the terms represent and constitute the entire understanding between them. Each party has read this Agreement and finds it to be in accordance with his or her understanding, and each voluntarily executes this Agreement and affixes his or her signature in the presence of the witnesses indicated below.

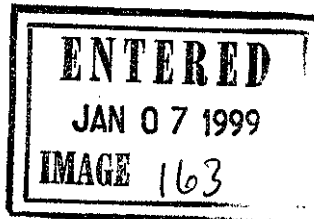
ARTICLE R - ATTORNEY WAIVER

1. Kent R. Frantzve, having been informed that Rebecca K. Kaye is acting as counsel for Lori A. Frantzve and advised of his rights to have an attorney represent him in the matter, hereby, with full knowledge of all assets and liabilities in the marriage, specifically waives his right to an attorney herein and requests Rebecca K. Kaye, Attorney at Law, to proceed having communicated such waiver.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 8th day of JANUARY, 1996.

WITNESS:


Lori A. Frantzve



Kent R. Frantzve
Kent R. Frantzve

STATE OF OHIO :
COUNTY OF HAMILTON : SS:
:

BE IT REMEMBERED, that on this ____ day of _____, 1996, before me, the subscriber, a Notary Public in and for said County, personally came Lori A. Frantzve and acknowledged the signing hereof to be her voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal this day and year aforesaid.

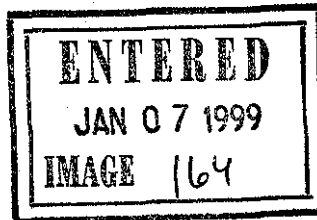
Notary Public - State of Ohio

STATE OF OHIO :
COUNTY OF HAMILTON : SS:
:

BE IT REMEMBERED, that on this ____ day of _____, 1995, before me, the subscriber, a Notary Public in and for said County, personally came Kent R. Frantzve and acknowledged the signing hereof to be his voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal this day and year aforesaid.

Notary Public - State of Ohio



Rebecca K. Kaye
(OH Reg. 0019727)
Attorney for Plaintiff
Lori Frantzve

**COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO**

LORI A. FRANTZVE
SS# [REDACTED]
DOB 4/5/50

Plaintiff

V

KENT R. FRANTZVE
SS# [REDACTED]
DOB 2/16/48

Defendant

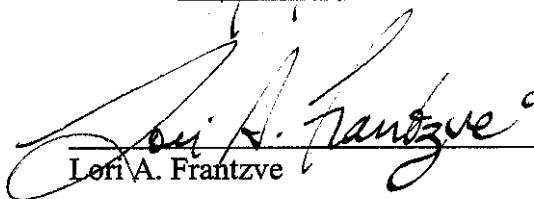
CASE NO. DR 9802048
FILE NO. _____
JUDGE Cunningham

**AMENDMENT TO SEPARATION
AGREEMENT**

NOW COME THE PARTIES, and agree to modify paragraph 5 of the
Separation Agreement regarding real property as follows:

1. The real property of the parties has been sold and the proceeds distributed to the satisfaction of the parties.
2. The Husband shall transfer to the Wife all interest in the timeshare known as Farifield Glade, RCI membership, and Wife will be solely responsible for the costs related to that timeshare.

Dated: 4/10/98


Lori A. Frantzve


Kent R. Frantzve

