IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2000 DEC 12 PM 4:12

RICHARD R. ROOKER, CLERK

B Murray D.C.

GRETA LOUISE FOWINKLE,	)	
	)	
Wife	)	
	)	
v.	)	**DOCKET NO. 00D-1645**
	)	
PETER JOHN BEARE,	)	
	)	
Husband	)	

Davidson County DEEDDIV
Recvd: 01/02/01 15:25 8pgs
Fees:34.00 Taxes:0.00
20010102-0000656

FINAL DECREE

This cause came on to be heard on the 12th day of December, 2000, before the Honorable Muriel Robinson, Judge, upon the complaint for absolute divorce, the executed marital dissolution agreement, and the testimony of Wife, from all of which the court affirmatively finds as follows:

(1) The parties have irreconcilable differences.

(2) The parties have, in a written marital dissolution agreement, made adequate and sufficient provision for the equitable settlement of property rights between themselves.

(3) The marital dissolution agreement should be approved.

(4) The statutory waiting period has elapsed.

(5) The parties' current addresses are:

Greta Louise Fowinkle	Peter John Beare
2109 Natchez Trace #A	2109 Natchez Trace #B
Nashville, Tennessee 37212	Nashville, Tennessee 37212

It is therefore **ORDERED** that the marital dissolution agreement that is set out in the following pages be approved and made the order of the court.

MARITAL DISSOLUTION AGREEMENT

WHEREAS, GRETA LOUISE FOWINKLE ("Wife") has filed an action for absolute divorce against PETER JOHN BEARE ("Husband") in the Circuit Court for Davidson County, Tennessee, entitled GRETA LOUISE FOWINKLE v. PETER JOHN BEARE, Docket Number 00D-1645; and

WHEREAS, Husband is aware that such divorce action has been filed and hereby waives further service and agrees to waive or withdraw any responsive pleadings; and

WHEREAS, these parties have experienced irreconcilable differences in their marriage, and desire to enter into a Marital Dissolution Agreement and tender it to the Court for approval should a divorce be granted in this cause;

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. AGREEMENT ENTERED INTO VOLUNTARILY. The parties understand and agree that this agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not stated herein. Each party has full knowledge of the value of the other's estate. The provisions of this agreement and the legal effect of such provisions are fully known by each of the parties, and each party acknowledges that the agreement is fair and equitable and that it is being executed voluntarily and with the opportunity to obtain the independent advice of counsel.

2. ENTIRE AGREEMENT. This agreement contains the entire understanding of the parties, and neither party is relying on any representation, warranty, covenant, or undertaking apart from the language expressly set forth in this agreement. The law of the State of Tennessee will govern this agreement in all respects.

3. FULL SETTLEMENT OF PROPERTY RIGHTS. This agreement is intended to settle fully and finally the property rights between the parties, and the parties hereby release each other from all other rights and claims arising out of the marital relationship which are not specifically set forth herein. The parties agree to execute all necessary documents and to perform all other acts necessary to carry out the full intent and purpose of this agreement. If approved by the court, this agreement is a full and final settlement of the parties' property rights as between each other.

4. FUTURE LEGAL PROCEEDINGS. If a creditor of either party makes a claim against the other party, and if that claim is upheld by a court of competent jurisdiction, and if the other party is required to pay a debt for which he is not responsible, either by contract or pursuant to the terms of this agreement, then the party against whom such claim is made will be entitled to recover from the other party the amount of any payment made, plus interest and any expenses incurred in defending the creditor's claim, including a reasonable attorney fee. If either party reasonably institutes legal proceedings to procure the enforcement of any provision of this agreement, then he will also be entitled to a judgment for reasonable expenses, including attorney fees, incurred in prosecuting the action.

5. MODIFICATION. A modification or waiver of any provision of this agreement will be effective only if made in writing and executed with the same formality as this agreement. Failure of either party to insist upon strict performance of any provision of this agreement will not be construed as a waiver of any subsequent default of the same or similar nature.

6. RESTRAINING PROVISIONS. Each party agrees not to molest, harass, interfere with, or impose any restraint upon the other, except as set out in this agreement.

7. PRIOR TAX LIABILITY. If in connection with any joint federal income tax returns heretofore filed by the parties, there is a deficiency assessment, the amount ultimately determined to be due thereon shall be borne by the parties, or either of them, responsible for the deficiency. Each party represents and warrants to the other that all federal income tax returns filed during the marriage are in all respects true, correct, and complete, and that the returns fully and accurately reflect income and deductions for those years.

8. CREDIT. The parties agree that neither will charge or cause to be charged to the other any purchases made after this agreement is executed, and neither will hereafter secure or attempt to secure any credit upon or in connection with the other. Each warrants that there are no charges on the other's credit that have not been fully revealed to the other. If there are any such unrevealed charges the party responsible will indemnify and hold the other harmless therefrom.

9. PENSION AND RETIREMENT BENEFITS. Each party waives any separate and distinct claim to the other's retirement and pension benefits, if any, except as set out in this

agreement; each party affirms that he has been advised of his rights regarding such pension and retirement benefits, and of the value or potential value of same.

10. WAIVER. Each party waives any claim to the property and estate of the other, except as may be otherwise provided herein. This waiver specifically includes any expectancy, reversion, insurance claim, cause of action, or inheritance to which the other party is or may in the future be entitled.

11. REAL PROPERTY. The parties own a marital residence located at 2109 Natchez Trace, Nashville, Davidson County, Tennessee. They agree that the residence is encumbered by debt and that they own very little equity therein. This property is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 5, in Block 7 on the Plan of Fairfax Place, a Plat of which is recorded in Book 547, Pages 137 and 138, Register's Office for Davidson County, Tennessee.
>
> Said Lot No. 5 fronts 70 feet on the West side of Natchez Trace, and runs back between parallel lines 175 feet to a line.
>
> Being the same property conveyed to Greta Louise Fowinkle and husband, Peter John Beare, by deed from Ruby Y. Fowinkle and husband, Eugene W. Fowinkle, of record in Book 11315, Page 845, said Register's Office.
>
> Map 104-11 Parcel 215.

By agreement of the parties, Husband is divested of his entire ownership interest in the above-described property, and sole ownership thereof is vested in Wife, subject to the encumbrances described elsewhere in this agreement.

12. DEBTS SECURED BY MARITAL RESIDENCE. The parties owe a mortgage debt of approximately $174,000 to Wife's father. Wife will be solely responsible for the timely payment of this debt, and she will indemnify and hold Husband harmless thereon. There are further debts, in the approximate amount of $42,000, that are secured by encumbrances on the marital residence. These debts were jointly incurred, and parties each agree to be responsible for paying a portion of these debts, as follows:

a. Beginning in December 2000, Husband will pay to Wife the sum of $650.00 a month. Payments will be due on or before the first day of the month, and they will continue for a total of 36 months.

b. The payments described in the preceding subparagraph are a part of the division of property and apportionment of debt in this case, and not for support.

c. The payments to be made by Husband will continue until paid in full even if Wife elects, in her sole discretion, to sell the residence within the 36-month payment period.

d. Wife will timely pay all monthly payments due and owing on the aforementioned debts totaling approximately $42,000, and she will indemnify and hold Husband harmless thereon.

13. PERSONAL PROPERTY. Each party will receive his or her own clothing, jewelry, and personal effects. The parties will divide by agreement the furniture, furnishings, and other contents of the marital residence. Husband will receive the 1992 Subaru automobile and Wife will receive the 1993 Mazda Miata automobile. The VIN of the Subaru is 4S3BC6328N1621651 and the VIN of the Mazda Miata is JM1NA3511P0410337. Neither automobile is encumbered by debt. The parties will execute any paperwork necessary to accomplish the intent of this paragraph.

14. HUSBAND'S BUSINESS. Husband is the owner of the sports software business called BeareWare.com. He will receive his ownership interest in this business free and clear of any claim by Wife.

15. DEBTS AND LIABILITIES. Debts secured by encumbrances on the marital residence are apportioned elsewhere in this agreement. Otherwise, each party will pay any credit card account or other debt that is in his or her individual name, and each will indemnify and hold the other harmless on such debt. Each party will be solely responsible for repaying his or her respective family members for money borrowed by either or both of the parties during the marriage. In other words, Wife will be responsible for repaying her family members, and Husband will be responsible for repaying his family members.

16. SUPPORT, ATTORNEY FEES, AND COURT COSTS. The parties have no minor children. Neither makes a claim for spousal support from the other. Each will pay his or her own attorney, if any. Husband will pay any court costs not covered by the filing fee in this cause.

IN WITNESS WHEREOF, the parties set their signature below.

Greta Louise Fowinkle

GRETA LOUISE FOWINKLE

PETER JOHN BEARE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 7th day of November, 2000, personally appeared GRETA LOUISE FOWINKLE, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as and for her own free act and deed.

NOTARY PUBLIC

My commission expires:

1/25/2003

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

On this 3 day of November, 2000, personally appeared PETER JOHN BEARE, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as and for his own free act and deed.

NOTARY PUBLIC

My commission expires:

My Commission Expires MAY 26 2002

It is further **ORDERED** that Greta Louise Fowinkle, Wife, be awarded an absolute divorce from Peter John Beare, Husband, on the ground of irreconcilable differences; that both parties be restored to all the rights and privileges of unmarried persons; and that the bonds of matrimony heretofore existing between the parties be hereby forever dissolved.

It is further **ORDERED** that the costs of this cause not covered by the filing fee be taxed against Husband.

This 12th day of Dec, 2000.

JUDGE

APPROVED FOR ENTRY:

John M. L. Brown

JOHN M. L. BROWN (#5438)
Attorney for Wife
446 James Robertson Parkway, Suite 210
Nashville, Tennessee 37219
(615)242-3348

CERTIFICATE OF SERVICE

I certify that a true and exact copy of the foregoing has been forwarded by [X] U. S. Mail, [ ] Facsimile, or [ ] Hand Delivery, to the following person(s) on the 12th day of December, 2000.

Mr. Peter John Beare
2109 Natchez Trace #B
Nashville, Tennessee 37212

John M. L. Brown

JOHN M. L . BROWN

STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 12 day of DECEMBER , 2000 , in the Case Number 00D1645 between FOWINKLE, GRETA LOUISE Plaintiff, and BEARE, PETER JOHN Defendant, as same remains of record in Vol. 1577 , Page 289053 of the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 02 day of JANUARY in the year two thousand one and in the 225th year of American Independence.



SEAL

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk